

## **Booking an APH Car Park**

### **Cancellations/Amendments Procedure**

If you need to amend or cancel your booking please use [Manage My Booking](#), email us at [customerservices@aph.com](mailto:customerservices@aph.com) or call us on 01342 859 442. Please check all booking details on receipt of confirmation. APH can not be held responsible if clients do not advise any amendments required. For cancellations please include your booking reference number and address details. For booking amendments please include your reference number and details of required changes.

### **Airport Parking and Hotels Limited ("APH") Standard Terms and Conditions ("the Conditions")**

This is a legal document which contains contractual provisions. Your Statutory Rights are not affected.

#### **1. Booking confirmation**

- 1.1 We confirm bookings made by email or on our website by issuing a booking reference.
- 1.2 We confirm bookings made by phone by the operator giving you a booking reference.
- 1.3 All services are subject to availability.
- 1.4 APH reserves the right not to accept or fulfil a booking.

#### **2. Discounts and Savings**

- 2.1 Up to 25% 'saving' compared to prices payable at the airport if you do not pre-book and turn up without a reservation.
- 2.2 Additional discounts are off standard rates found on [www.aph.com](http://www.aph.com)
- 2.3 Discounted rates are only available at participating airport car parks, airport hotels and airport lounges for which APH act as agents.
- 2.4 Any discounted rates are only available at APH owned or branded car parks and the participating car parks for which APH act as agents. Discounted rates are not applicable at: On-airport parking and official Meet & Greet services at Aberdeen, Glasgow, Gatwick and Heathrow airports.
- 2.5 A maximum discount of up to 5% discount will apply at: On-airport parking and Meet & Greet services at Edinburgh, Liverpool and London City airports. Discount also applicable at: Exeter Fly Parks, Gatwick Purple Parking, Heathrow Purple Parking, Heathrow MBW Meet & Greet Non-Flex, Heathrow Terminals 2-3 (Flightpath), Manchester Meet & Greet T1/T2/T3 and Southampton Port Cruise Parking.
- 2.5a A maximum discount of up to 10% discount will apply at: On-airport parking and official Meet & Greet services at Birmingham, Bristol and Newcastle airports.

2.6 Offers not to be used in conjunction with any other offer or promotion.

### **3. Cancelling a booking**

3.1 You may cancel a booking for any reason, including not accepting these conditions, up to 24 hours before the parking period begins and you will receive a full refund.

3.2 If you cancel after the time in 3.1 or do not turn up, we will charge you the full parking fee for the whole parking period.

3.3 Cancellation must be in writing by post to the Administration Address, by fax 01342 710008, or by email [customerservices@aph.com](mailto:customerservices@aph.com). Cancellation sent by first-class prepaid post, which we will treat as received by 10am on the second working day after posting. Cancellation sent by second-class prepaid post, which we will treat as received on the third working day after posting.

3.4 For the purposes of conditions 1 and 3, the parking period begins at one minute past midnight on the first day of the parking period.

3.5 Failure to comply with clause 7.1.2 and 7.2 shall entitle the company to cancel the booking and refuse to park the vehicle without any liability to you for any consequential loss or inconvenience. In the event of such cancellation you will not receive a refund.

3.6 Under the Consumer Protection (Distance Selling) Regulations, you have 14 days to cancel your booking, starting from the day after we confirm it, depending on the type of service you have booked (for example, packages including hotels are specifically excluded from these regulations).

Cancellations or amendments cannot be accepted if you book a supersaver, saver or non-flexible parking product. Should you have the right to cancel and do so, in writing, within that time, you will be refunded all charges that you have paid to us, excluding any chargeable services provided within the 14 day cancellation period and any applicable payment card or Paypal surcharges. We hold that commencement of chargeable services is 30 minutes before your booked arrival time.

We suggest written cancellation should take this form:

By post: APH Ltd, Snow Hill, Copthorne, West Sussex, RH10 3EQ

By email: [customerservices@aph.com](mailto:customerservices@aph.com)

I hereby give notice that I cancel my contract of sale for [insert name of service] booked on [insert date] for these times/dates [insert times/dates] with Booking Reference [insert booking reference]

Name [name]

Address [address]

Date [date]

### **4. Prices and payments**

4.1 The price will be in pounds sterling including VAT. It will be the price confirmed at the time of making your booking no matter what prices we may quote elsewhere or in any promotional offer.

4.2 You can pay for the parking period using an approved payment card when you make the booking. An additional Credit Card Surcharge of 99p will be added to all bookings for which payment is made by Credit Card. This is to cover the charge levied by the Credit Card Issuers and is non-refundable. It does not apply to payments made by Debit Card.

4.3 If there are any extra charges due, you must pay these in full before you leave the car park.

4.4 Should your entry and exit times change from those booked this may result in your actual time parked exceeding the number of days you have pre-paid for. An additional charge will be levied upon exit.

## **5. Our responsibilities**

5.1 We will accept legal responsibility for death or personal injury if it is caused by our or our employees' negligence.

5.2 We will accept legal responsibility for damage to the paintwork or bodywork of your vehicle if you can prove that it was caused by us. You will not have to prove this if you have a vehicle inspection report (see condition 7.1.6) prepared and the damage is not recorded on it. You agree to us carrying out repairs to the vehicle if we believe the damage has been caused during the parking period.

## **6. Exclusion and limits of our responsibility**

6.1 We will not accept legal responsibility for the following

6.1.1 Loss or damage covered by your own insurance.

6.1.2 Personal property left in the vehicle or coach or left unattended at any time.

6.1.3 Transport delays between the car park and the airport caused by traffic congestion, coach breakdown or any other cause beyond our control.

6.1.4 Loss arising from a stolen or mislaid receipt or ticket for the vehicle.

6.1.5 Loss of or damage to the vehicle arising from mechanical or electrical failure, self-locking, pollution, terrorism, natural disaster, damage by vandals, criminal activity and other matters outside our control. The company does not accept liability for damage to vehicles arising from acts of nature nor will the company accept responsibility for minor scratches, dents or chips to paintwork or any visual damage that cannot be seen and noted due to weather conditions or where the exterior is in a dirty state. The company will not accept responsibility for damage to windscreens or other glass other than where the same is proved and to the extent that it is proved to be caused by our negligence.

6.1.6 Any indirect loss as a result of damage or loss to the vehicle (such as loss of earnings).

6.1.7 Delay in making the vehicle available for collection if this is before the end of the parking period.

6.2 Liability is accepted where such theft, loss or damage arises through the negligence or breach of contract by APH.

## **7. Your responsibilities**

### **7.1 Vehicle condition**

7.1.1 You shall be liable for and indemnify APH in respect of any death, personal injury or damage caused by you or any person with you whilst on APH's premises or in any way arising from a breach of the warranty in paragraph 7.1.2 below.

7.1.2 You shall ensure that the Vehicle is:

7.1.2.1 at the commencement of the Parking Period in a roadworthy condition, has a current MOT certificate (if required by law) for the whole of the Parking Period and that no dangerous toxic or illegal substances are left within the Vehicle;

7.1.2.2 in a proper roadworthy condition prior to leaving the Car Park and entering onto the public highway.

7.1.3 If at the end of the parking period the vehicle will not start, we may move the vehicle to a return bay. If you ask, and accept the risk, one of our employees will make one attempt to start the vehicle using an anti-surge starter pack. If you still need help to start the vehicle, you will need to contact a breakdown company. You will have to pay any costs involved. If your vehicle does not start, you must arrange for it to be removed from the car park within 24 hours of the end of the parking period. After this time we will charge you the daily parking charge.

7.1.4 You must not tow the vehicle into the car park or carry out any work or clean the vehicle in the car park.

7.1.5 The conditions below apply to standard parking.

7.1.6 We may photograph or video the vehicle when you enter and leave the car park and after damage is reported. We will report any fraudulent claims to the police.

- You must inspect the vehicle and report any damage to us on a report form before driving out of the car park at the end of the parking period. Claims cannot be considered once vehicles have left the premises so please check your car before leaving or in the case of our Meet and Greet service driven away after the driver has handed over the keys.
- If you ask and pay a £5 charge, we will inspect the paintwork and bodywork and record any damage before we park the vehicle (the vehicle inspection report).
- You must let us know about any vehicle immobiliser, automatic security feature or modification to the vehicle (including any for special assistance requirements) that might affect how it handles or operates.

- You must check the driver's seat and the mirror positions (which may have been moved) when you reclaim the vehicle.

7.2 Vehicle Excise Duty (VED) You shall ensure that prior to commencement of the Parking Period VED is paid for the Vehicle for the whole of the Parking Period (if required by law).

## **8. Reclaiming the vehicle and lost receipts**

8.1 You must produce the receipt or ticket we have provided when you reclaim the vehicle. If you lose the receipt, or ticket, we will need proof of your and the vehicle owner's identity and we may make other enquiries we think are reasonable. Failure to produce the receipt or ticket will delay your departure.

8.2 If you realise that the receipt or ticket has been lost or stolen, you should let us know immediately and send us a fax or email with your name and address. This should tell us not to release the vehicle until you return.

8.3 If you reclaim your vehicle before the end of the parking period, you will have to pay the parking fee for the whole parking period.

8.4 You must give us at least six hours' notice to make the vehicle available for you to collect before the last day of the parking period.

8.5 We may refuse to return your keys to you if we believe either that you are not fit to drive or that the vehicle is not in a legal or roadworthy condition.

## **9. Special Assistance Requirements**

9.1 If you have any special assistance requirements please let us know when you make your booking.

9.2 We will take all reasonable steps to meet your needs.

## **10. Vehicle security**

10.1 You must leave your car keys at the car park. If you do not do this, we may move the vehicle in any way we can and will not be legally responsible for any damage caused. In the case of the Meet and Greet service the keys must be handed to our driver. Failure to do so may incur additional costs for storage at the airport which you will be responsible for.

10.2 When you arrive at the car park, we will tell you whether to leave the vehicle locked or unlocked and where to leave the keys.

10.3 Leave any alarms and immobilisers off as they may drain the battery.

10.4 No manual security devices, such as crooklocks must be used.

10.5 Do not leave any house or other keys on your car key ring or in the vehicle.

## **11. Safety in the car park**

11.1 Drive slowly and carefully in the car park and follow the directional signs.

11.2 Car parks can be dangerous. After parking, go to the reception or nearest exit. These are signposted. Do not wander about the car park. Keep a careful eye on your children and do not allow them to play in the car park.

## **12. Transport to and from airport**

12.1 You should not get on a transfer bus if you cannot find a seat or if there are no more standing places available. The maximum number of passengers will be displayed in the bus.

12.2 Children under the age of eight must be seated and with an adult.

12.3 You cannot bring animals on the transfer bus unless we and the driver agree.

12.4 Do not place luggage and personal belongings in the aisles or standing areas.

12.5 The driver may refuse to help you load heavy luggage.

12.6 The driver is responsible for the safety of the bus. The driver may ask any passenger they believe to be a danger or potential danger to the bus or its passengers to leave the coach or prevent them from boarding.

### **12.7 Check In Time**

Transport between the Car Park and the airport leaves at regular intervals. It is your responsibility to arrive at the Car Park in good time (a minimum of 1 hour prior to the earliest airline recommended check-in time is suggested) to enable you to arrive at the airport by the airline's recommended check-in time.

12.8 In the case of Meet and Greet if you arrive earlier or later than your pre-booked time we will endeavour to meet you as soon as possible.

## **13. Moving the vehicle**

13.1 We will keep the vehicle in one of our car parks. You agree to us driving the vehicle within and between car parks on the public highways.

## **14. Indemnity**

14.1 You shall indemnify the Company and its staff for any loss, damage, actions and claims arising from breach of your Obligations contained in clause 7.1.2.

14.2 You acknowledge that:

14.2.1 you will be guilty of offences under Road Traffic and Vehicle Licensing Legislation if you permit the APH's staff to drive the Vehicle on a road when the Vehicle is not in a roadworthy condition, does not have a current MOT certificate (if required by law), or at a time for which VED has not been paid (if required by law).

14.2.2 permitting the Vehicle to be driven on a highway in the circumstances referred to above may invalidate your and APH's insurance policies and constitute an offence under Road Traffic Legislation.

## **15. Complaints Procedure**

15.1 This procedure does not affect your right to take legal action.

15.2 If you believe your vehicle is damaged while in the car park or you lose the vehicle (or any of your possessions from the vehicle), you should

- Immediately let a member of staff know before you leave the car park;
- In the case of theft, report it to the police; and let your insurers know.

15.3 We will write and acknowledge a written complaint within five working days of receiving it.

15.4 One of our customer services team will deal with your complaint in the first instance.

15.5 As long as you can send us any extra information we may ask for and (if necessary) make the vehicle available for inspection, we will try to give you a written decision within 30 days.

15.6 If a complaint relates to damage to the vehicle, you must allow us to inspect the vehicle before repairs are carried out.

15.7 You can send us complaints by email at [customerservices@aph.com](mailto:customerservices@aph.com), by phoning 01342 859551 or by writing to the Administration Address.

15.8 All calls to APH are charged at the rate agreed with your phone service provider. Telephone calls may be monitored and recorded for training purposes.

## **16. Changing the conditions**

16.1 Nobody can change these conditions unless the change is made in writing with our permission.

## **17. Definitions**

17.1 'We' – Airport Parking Hotels Limited trading as APH.

17.2 'You' – the customer whose name appears on the booking confirmation whether or not that person made the booking or is the vehicle owner.

17.3 'Vehicle' – the vehicle details of which appear on the booking confirmation.

17.4 'Car park' - the car park shown on the booking confirmation and any other car park we use in connection with it.

17.5 'Administration Address' – APH, Snow Hill, Copthorne, Crawley, West Sussex, RH10 3EQ.

17.6 'Parking Period' – the parking period inclusive of the dates shown on the booking confirmation.

17.7 'Meet and Greet' – the drive-up and drop-off parking service.

### **Customer Service Number 01342 859 442**

APH, Snow Hill, Copthorne, Crawley, West Sussex, RH10 3EQ

Registered Office: Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, Kent TN4 8BS.

Registered in England. Company Registration Number: 1539777 VAT Number: GB 350 9836 37

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### **Booking with a Third Party Service Provider**

#### **Cancellations/Amendments Procedures**

If you need to amend or cancel your booking please send an email through our web site form. Please check all booking details on receipt of confirmation. APH can not be held responsible if clients do not advise any amendments required. For cancellations please include your booking reference number and address details. For booking amendments please include your reference number and details of required changes.

#### **Standard Terms and Conditions ("the Conditions") For Car Parks other than those owned by APH, Airport Hotels and Airport Lounges**

This is a legal document which contains contractual provisions. Your Statutory Rights are not affected.

### **1. Bookings**

1.1 Bookings through the APH website are deemed to be made when validated by the issue of an APH booking reference number.

1.2 Bookings made by telephone are deemed to be made when confirmed by APH's telesales operator.

1.3 All services are subject to availability.

1.4 APH reserve the right not to accept or fulfil a booking.

### **2. Discounts and Savings**



2.1 Up to 25% 'saving' compared to prices payable at the airport if you do not pre-book and turn up without a reservation.

2.2 Additional discounts are off standard rates found on [www.aph.com](http://www.aph.com)

2.3 Discounted rates are only available at participating airport car parks, airport hotels and airport lounges for which APH act as agents.

2.4 Any discounted rates are only available at APH owned or branded car parks and the participating car parks for which APH act as agents. Discounted rates are not applicable at: On-airport parking and official Meet & Greet services at Aberdeen, Glasgow, Gatwick and Heathrow airports.

2.5 A maximum discount of up to 5% discount will apply at: On-airport parking and Meet & Greet services at Edinburgh, Liverpool and London City airports. Discount also applicable at: Exeter Fly Parks, Gatwick Purple Parking, Heathrow Purple Parking, Heathrow MBW Meet & Greet Non-Flex, Heathrow Terminals 2-3 (Flightpath), Manchester Meet & Greet T1/T2/T3 and Southampton Port Cruise Parking.

2.5a A maximum discount of up to 10% discount will apply at: On-airport parking and official Meet & Greet services at Birmingham, Bristol and Newcastle airports.

2.6 Offers not to be used in conjunction with any other offer or promotion.

### **3. Payment**

3.1 Payment for a booking made by telephone or on our website can only be made using Mastercard, Visa, American Express, Paypal or Diners Club.

3.2 If payment by card is declined APH and the service provider reserve the right not to fulfil your booking.

3.3 All prices are quoted in pounds Sterling including VAT.

3.4 When a booking is made using an overseas credit card the card issuer will debit your account in your local currency at the exchange rate applicable on the date of processing. A conversion charge may be applicable.

3.5 An additional Credit Card Surcharge of 99p will be added to all bookings for which payment is made by Credit Card. This is to cover the charge levied by the Credit Card Issuers and is non-refundable. It does not apply to payments made by Debit Card.

3.6 Should your entry and exit times change from those booked this may result in your actual time parked exceeding the number of days you have pre-paid for. An additional charge by the parking services will be levied upon exit.

### **4. Cancellation**

4.1 A booking may be cancelled up to 24 hours prior to the date for which the service has been reserved.

4.2 Customers cancelling within 24 hours of the period for which the service is reserved shall be liable to pay the full price for the service booked (any abatement of the agreed price will be of APH's sole discretion).

4.2.1 Customers who do not turn up at the car park or who cancel within 24 hours of the period for which the service is reserved shall be liable to pay the full price for the service booked (any abatement of the agreed price will be of APH's sole discretion).

4.3 For the purposes of this Condition 4, the period for which the service is booked shall be deemed to commence at midnight on the day prior to the commencement date for the service booked.

4.4 Any customer wishing to curtail the length of stay for a service, once the service has commenced, will be liable to pay the fee for the whole of the service booked.

4.5 Cancellations or amendments cannot be accepted if you book a supersaver, saver or non-flexible parking product.

4.6 Under the Consumer Protection (Distance Selling) Regulations, you have 14 days to cancel your booking, starting from the day after we confirm it, depending on the type of service you have booked (for example, packages including hotels are specifically excluded from these regulations). Should you have the right to cancel and do so, in writing, within that time, you will be refunded all charges that you have paid to us, excluding any chargeable services provided within the 14 day cancellation period and any applicable payment card or Paypal surcharges. We hold that commencement of chargeable services is 30 minutes before your booked arrival time.

We suggest written cancellation should take this form:

By post: APH Ltd, Snow Hill Copthorne, West Sussex, RH10 3EQ

By email: [customerservices@aph.com](mailto:customerservices@aph.com)

I hereby give notice that I cancel my contract of sale for [insert name of service] booked on [insert date] for these times/dates [insert times/dates] with Booking Reference [insert booking reference]

Name [name]

Address [address]

Date [date]

## **5. APH's Liability**

5.1 APH acts as booking agent only for the service provider and is only liable to the customer for losses directly arising from its negligence in processing a booking.

## **6. Service Providers Terms & Conditions**

6.1 All bookings are accepted subject to the service providers current terms and conditions. A copy of the service providers terms and conditions are available on request.

6.2 So far as not inconsistent with the service providers terms and conditions:

6.2.1 at Third Party car parks and car parks at hotels, cars are parked at their owner's risk.

6.2.2 the service provider accepts no responsibility or liability for any theft loss or damage to any personal property or loose items left within a vehicle whilst it is parked.

6.2.3 the service provider does not accept any responsibility or liability for any damage to the windscreen or any other glass in the customer's vehicle.

6.2.4 the customer shall inspect their vehicle and report any damage to the service provider prior to departure from the car park or in the case of meet and greet before leaving the airport.

6.2.5 the service provider accepts no liability for loss or damage unless and to the extent it is proved to be caused by the negligence of the service provider.

## **7. Customer Service**

7.1 Any claims for loss or damage to vehicles or in relation to the quality of the service provided should be made to the service provider. APH will on request provide contact details of the service provider.

7.2 Any queries and claims relating to the processing of a customers booking should be made to APH.

7.3 APH's customer service number is 01342 859 442.

7.4 All telephone calls to APH are charged at the rate agreed with your telephone service provider. Telephone calls may be monitored and recorded for training purposes.

### **Customer Service Number 01342 859 442**

APH, Snow Hill, Copthorne, Crawley, West Sussex, RH10 3EQ

Registered Office: Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, Kent TN4 8BS.

Registered in England. Company Registration Number: 1539777 VAT Number: GB 350 9836 37