Terms & Conditions

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Gatwick Parking and Lounge Booking Website Terms and Conditions

Last updated: 18 August 2015

1. Introduction

- 1.1 These terms and conditions ("Terms") apply to all bookings for services made via www.gatwickparking.com and all URLs operated by Gatwick Airport Limited (together referred to as the "Website"). Please read carefully those Paragraphs of these Terms which apply to the services you are buying (any or all of Paragraphs 2 (for car parking), 3 (for Valet Parking), or 4 (for lounges). Please then read Paragraph 5 (for car parking, Valet Parking and lounges) and then Paragraphs 6 to 8 which apply to all customers.
- 1.2 The Website is owned by Gatwick Airport Limited (Company Number: 01991018) ("GAL") which is incorporated in England. The registered office of GAL is. 5th Floor Destinations Place, Gatwick Airport, West Sussex, RH6 0NP. The Gatwick Parking Booking System is a trading name of GAL. GAL operates this Website and sells parking.
- 1.3 In these Terms, references to "the Airport" are references to Gatwick Airport Limited (for all car parks at Gatwick). In these Terms "you" and "your" refer to any person who makes a booking via the Website and "we" and "us" refers to the Airport, as described above. The contract for car parking, Valet Parking or lounges is made between you and the Airport.
- 1.4 The VAT number for GAL is 974 8388 54.
- 1.5 These Terms contain important information and they specify those matters for which the Airport does not accept responsibility.
- 1.6 Should you need to contact us please either email us at parking.services@gatwickairport.com or call us on 0844 811 8311.

2. Car Parking

- 2.1 When you book car parking via the Website you will be given a unique booking reference number ("Booking Reference"), via an email.
- 2.2 The booking you make is non-transferable either from you to someone else or between different car parks.
- 2.3 The booking you make is valid only for the times, dates, price, car park, terminal and airport specified in your booking.
- 2.4 The terms and conditions of use of the car park are as follows:

- (a) Car parks are priced per 24 hour period or part thereof. Prices are subject to change. Quotes are valid at the time of booking only. The number of "days" (24 hour periods) charged for when you pre-book is calculated on the basis of the times you select when making your booking. However, if your actual entry and exit time changes from that specified in your booking and as a result your actual time in the car park runs into another 24 hour period over and above that booked, you will be liable for an additional day's charge at the drive-up tariff. This is set out at the entrance to the car park, and this amount must be settled before you leave the car park. Please note that this applies irrespective of the reason why you are late back into the car park, unless your delayed return is caused by the negligence of the Airport.
- (b) A proportion of the charge you pay includes a Public Transport Levy which is used to develop public transport initiatives at the Airport.
- (c) All prices shown are in pounds sterling and include VAT at the prevailing rate.
- (d) When you enter the car park, it is imperative that, at the gate, you follow the instructions you have been issued with (via email). If your instructions require you to insert your credit card in the machine, please ensure that you insert the same credit card with which you made the booking. Please be aware that some car parks use a number plate recognition service and as such if your number plate is not recognised or is not consistent with the number plate for which you have booked, you may not be allowed in.
- (e) If you are issued with a car parking ticket on entry to the car park, please retain this in a safe place as you may need it to exit. On exit please follow the instructions issued to you at the time of booking.
- (f) When you have parked your vehicle, it is your responsibility to:
- (i) lock your vehicle securely;
- (ii) fully close all windows of your vehicle;
- (iii) apply your handbrake properly;
- (iv) engage any steering lock, alarm or immobiliser you have
- (v) not leave any animal or person within your vehicle;
- (vi) ensure that your possessions are placed in a locked boot and are not on display.

The Airport cannot be held responsible for any loss or damage whatsoever occurring to your vehicle or possessions within it resulting from your failure to do these things.

- (g) You must drive carefully and responsibly in the car park. You must also ensure that any children and animals are properly supervised and are at all times accompanied when they are using the car park. Please take care to be aware of all vehicles in motion within the car park.
- (h) You must comply with all directional signage and other instructions when in the car park.

- (i) The Airport does not accept liability for:
- (i) damage to your vehicle (whether caused accidentally or by way of vandalism);
- (ii) theft of, or from, your vehicle while the vehicle is in the car park, unless such damage or theft is caused by the negligence of the Airport or its agents or employees, and then only to the extent that the Airport's negligence has caused or contributed to the relevant damage or theft.
- iii) any damage to or theft from your vehicle that occurred during your stay must be reported to a member of staff before exiting the car park.
- (j) If you fail to collect your vehicle more than 30 days after the date which you have specified for exit in the booking then, absent a notification to us specifying:
- (i) the vehicle registration number;
- (ii) its approximate location within the car park; and
- (iii) the reason for the delay in collection plus details of the expected (revised) collection date we will deem the vehicle to have been abandoned.

In such circumstances, providing we serve not less than 30 days notice in writing via recorded delivery to the address provided at the time of booking, we shall be entitled to remove and sell the vehicle and deduct from the proceeds both our reasonable handling expenses and any unpaid sums for days in which the car has been in the car park calculated at the drive up tariff. We will then remit the balance to the credit card of the person who has made the booking (unless we are notified to do otherwise in writing).

- (k) While the Airport uses reasonable endeavours to ensure that the car parks are secure, the Airport does not guarantee that they are a secure environment.
- 2.5 The following terms apply to use of the coaching service:
- (a) Please be aware that you need to leave an appropriate amount of time to reach the terminal building from the car park using the coaching service. Guides to the estimated transfer time (in normal traffic conditions) and the frequency of buses are set out on the Website, but in addition to this you should ensure that you factor in time to find a space, get your luggage out of the car, lock the car and walk to the relevant bus stop. The Airport does not accept responsibility if you miss your flight or your airline check-in has closed because you have not left enough time to get into the car park, and then from the car park to the terminal.
- (b) Please take care to ensure that you board the correct coach as in multi terminal airports not all coaches call at all terminals.
- (c) The estimated frequency of the coaches and the estimated journey time to the terminal (in normal traffic conditions) is set out on the Website.

- (d) Please ensure that you remember to take all your luggage off the coach when you arrive at your terminal. The Airport does not accept responsibility if you miss your flight or your airline check-in has closed because you have to recover luggage which you have left on the coach.
- (e) The Airport does not accept liability for increased duration of transfer times from car park to the terminal building which are caused by exceptional volumes of traffic.

3. Valet Parking

- 3.1 All prices shown are in pounds sterling and include VAT at the prevailing rate.
- 3.2 When at the Valet Parking reception area, you must drive carefully and responsibly. You must also ensure that any children and animals are properly supervised and are at all times accompanied when they are at the reception area. Please take care to be aware of all vehicles in motion within & around the reception area.
- 3.3 When you have parked your vehicle at the reception area, it is your responsibility to:
- (a) lock your vehicle securely (but leave the key with us);
- (b) fully close all windows of your vehicle;
- (c) apply your handbrake properly;
- (d) engage any steering lock, alarm or immobiliser you have;
- (e) not leave any animal or person within your vehicle;
- (f) leave only the keys required to move the vehicle, these may be left with the car park operator;
- (g) ensure that your possessions are placed in a locked boot and are not on display. The Airport cannot be held responsible for any loss or damage whatsoever occurring to your vehicle or possessions within it, resulting from your failure to do these things;
- (h) before leaving a vehicle and surrendering car keys, it is the customer's responsibility to ensure their vehicle is properly secured, is in a roadworthy condition, that the tax period is valid for the duration of the stay and holds a current MOT if applicable.
- 3.4 You must comply with all directional signage and other instructions when in the reception area.
- 3.5 Customers should allow at least 12 hours notice of intention to return early to the car park.
- 3.6 The Airport is responsible for ensuring that your car is driven carefully, and the Airport and its subcontractors are insured for any loss or damage to your vehicle which occurs as a

result of the negligent driving of the Airport's employees and subcontractors, who are providing the Valet Parking services. As such, the Airport will pay to you the cost of repairing any damage to your vehicle which is caused by the negligent driving of its employees and subcontractors while they are providing the Valet Parking service.

- 3.7 Please note that our drivers may adjust the seat, steering wheel and mirror positions to facilitate safe driving. We also encourage our drivers to turn down the radio if left on, or at a high volume again to promote safe driving. Gatwick do this to protect our drivers and give them the ability to drive as safely as possible and protect our customers property. We cannot guarantee these items will be returned in the exact position they were supplied to us.
- 3.8 Except as set out in Paragraph 3.6 above, the Airport does not accept liability for damage to your vehicle (whether caused accidentally or by way of vandalism) while the vehicle is in the car park, reception area or on-site. Should a vehicle suffer damage whilst in the car park, reception area or on-site, or should there be a loss or theft whilst in the car park, this must be reported to a member of staff within the Customer Service Office. This must be reported so evidence can be taken and an incident report form must be completed by you the customer and a member of staff before you exit the car park.
- 3.9 The Airport does not accept liability for theft of or from your vehicle unless you have entrusted the keys of the car to the Airport and then only provided that the keys have been used in order to carry out the theft.
- 3.10 If you fail to collect your vehicle more than 30 days after the date which you have specified for exit from the car park in the booking, then confirm absence via a notification to us specifying:
- (a) the vehicle registration number;
- (b) the reason for the delay in collection plus details of the expected (revised) collection date we will deem the vehicle to have been abandoned.

In such circumstances, providing we serve not less than 30 days notice in writing via recorded delivery to the address provided at the time of booking, we shall be entitled to remove and sell the vehicle and deduct from the proceeds both our reasonable handling expenses and any unpaid sums for days in which the car has been in the car park calculated at the drive up tariff. We will then remit the balance to the credit card of the person who has made the booking (unless we are notified to do otherwise in writing).

3.11 While the Airport uses reasonable endeavours to ensure that the car parks are secure, the Airport does not guarantee that they are a secure environment.

4. Airport Lounges

- 4.1 All prices shown are in pounds sterling and include VAT at the prevailing rate.
- 4.2 Your booking is non-transferable either from you to someone else or between different airport lounges.

- 4.3 Your booking is only valid for the date, price, lounge, terminal, airport and operator specified when you book.
- 4.4 Any regulations relating to the use of the lounge are usually displayed on the entrance to the relevant lounge or alternatively you should be able to request them at the entrance to the lounge from the relevant airport lounge operator.
- 4.5 You may arrive at the lounge up to 3 hours prior to your reserved departure time. If you arrive prior to this time entry to the lounge is at the discretion of the airport lounge staff.
- 4.6There may be restrictions on the minimum age of children permitted access to the lounge. A child is usually defined as being aged from 2 to 11 years of age and an infant is usually defined from 0 to 2 years of age. Where children and infants are admitted it is your responsibility to supervise them.
- 4.7 Smoking restrictions may apply. These are detailed on the Website.
- 4.8 All lounges have a smart casual dress code and all users of the lounge should not misbehave or be drunk or disorderly. Lounge staff reserve the right to refuse admission and/or to ask people to leave if their behaviour is inappropriate. Please act with courtesy and consideration at all times for other users of the lounge.
- 4.9 Lounge staff may announce your flight but cannot guarantee to do so. All lounges have flight information screens and you are responsible for looking at the screens and catching your flight. The Airport does not accept liability if you miss your flight due to failure to check the screens.
- 4.10 The Airport does not guarantee that any particular catering or facilities within the lounge will be available at the time of your visit nor does it offer any guarantees as to your enjoyment of the lounge.

5. Cancellations or changes to pre-bookings for Car Parking and Lounges and Valet Parking

- 5.1 Should you wish to cancel your booking or part of it you may do so, 24 hours in advance of the expected time of entry into the car park (see also 5.4), via the Website. Please click on the "Manage my booking" section. You may also telephone us on 0844 811 8311 to cancel a booking or email parking.services@gatwickairport.com.
- 5.2 The Airport must receive notice of your cancellation at least 24 hours before the car park entry start date and time of your original booking in order to consider a refund. If you do not give the required advance notice as stated, no refund will be given.
- 5.3 Should you wish to make changes to your booking then you may do so, no less than 4 hours in advance of the expected time of entry into the car park, via the Website. Please click on the "Manage my booking" section. You may also telephone us on 0844 811 8311 to amend a booking or email parking.services@gatwickairport.com.

5.4 Parking payment protection at Gatwick ("Payment Protection") is available to all customers.

We make this available to you at an additional charge of only £0.95.

The following terms apply to Payment Protection:

With Payment Protection

Where your booking is cancelled with greater than 24 hours' notice until the time of expected entry into the car park, you as the customer will receive a refund, with no cancellation fee charged.

Where your booking is cancelled with less than 24 hours' notice there will be no refund but also no cancellation charge refund will be available.

Where your booking is amended at any time the cost will be re-priced at that day's rate with no amendment charge.

No Payment Protection

Where your booking is cancelled with greater than 24 hours' notice until the time of expected entry into the car park, you as the customer will receive a refund, but with a £10 cancellation fee charged.

Where your booking is cancelled with less than 24 hours' notice there will be no refund but also no cancellation charge refund will be available.

Where your booking is amended at any time the cost will be re-priced at that day's rate with no amendment charge.

- 5.5 No retrospective refunds will be made after the car park entry start date of your booking (as detailed on your voucher) if you have not followed the cancellation, and/or payment protection and/or changes to booking procedures set out.
- 5.6 No refunds will be made other than as expressly provided for in these Terms.
- 5.7 No refund will be made if a booking has not been redeemed for any reason or cancelled in accordance with the procedures set out above.
- 5.8 Any days booked and left unused will not be refunded unless you have followed the changes to booking procedures set out above.
- 5.9 No refund (only made where due) will be made unless you can provide the Airport with a pre-paid booking reference number. Refunds are made to the original card on which payment was made.
- 5.10 Your statutory rights are not affected.

- 5.11 If the Airport cancels your booking for a reason within its direct control and not due to an event beyond the Airport's control (see Paragraph 6 below) then the Airport will refund the amount it has received from your pre-booking to you on the card on which payment was made.
- 5.12 We reserve the right to levy non-refundable surcharges for payment by debit or credit card. This is to cover the charge levied by the credit card issuers and relevant administrational costs. The scale of these charges will be clearly notified to you before any booking is confirmed, and will be shown as part of the admin fee. Any subsequent amendments where an additional payment is required may also be subject to this admin fee.

6. Events beyond the Airport's control

- 6.1 The Airport does not accept liability for any failure by it to perform its obligations due to an event beyond its reasonable control. A non-exhaustive list of such events includes war or threat of war, riots, civil strife, terrorist threats or activity, industrial disputes, natural and nuclear disaster, fire, adverse weather conditions, government regulations, closure or congestion of airports, and / or cancellation or changes of schedules by airlines.
- 6.2 Except as expressly stated in these Terms, the Airport shall not be obliged to either refund any pre-payment by you, or make any other change to your booking in the event that you wish to amend or cancel your booking due to an event of the kind listed in Paragraph 6.1.

7. Our liability to you

- 7.1 The Airport will act with reasonable skill and care when providing services to you.
- 7.2 Nothing in these terms and conditions limits the Airport's liability in the case of death or personal injury caused by the Airport's negligence, or in the case of fraud.
- 7.3 The Airport's liability for the provision of valet parking is as set out in Paragraph 3.
- 7.4 The Airport does not accept liability for:
- (a) any indirect or consequential loss; or
- (b) any loss of profit, loss of enjoyment, loss of revenue, loss of data, or loss of earnings.

8. General

- 8.1 Any contract made between you and us via the Website is governed by English law.
- 8.2 We reserve the right to change these Terms, but once you have made a booking the Terms which apply are those which were on the Website at the time of booking. However please do

not assume that the Terms which applied on one occasion when you booked a service from us will continue to apply when you next book. We recommend that you always read these Terms before booking to satisfy yourself that you accept them.

- 8.3 These Terms constitute the entire agreement between you and the Airport with respect to the sale of the relevant services.
- 8.4 London Gatwick Airport promotes a 60% discount that applies to specified pre-booked parking for Short Stay South and Short Stay North. The saving of 60% is based on the price difference between pre-booking and arriving on the day without pre-booking between the dates of 1st November-10 December 2015. This discount is subject to change and availability.
- 8.5 Gatwick Airport is committed to selling its car parking at the lowest prices possible. However, 'No one sells our parking for less' does not apply where:
- a) the lower online price is offered under any special promotion with a third party reseller (including, but not limited to, promotions with newspapers, exhibitions, emails or other special events);
- b) the lower online price is not published and is not available to the general public or is not available for general sale but is only available to closed user groups. These include, but are not limited to: corporate discount price, staff price, or closed user group prices;
- c) the lower online price has been discounted by the online retailer by use of coupons, cash back offers, loyalty rewards and other offers or incentives to reduce the total cost;
- d) the lower online price is for a bundled package with accommodation;
- e) the difference in cost between the purchase on www.gatwickparking.com and the lower online price is the result of an error by the retailer;

Subject to the above at 8.5 a) to e) Gatwick Airport Limited is happy to match the lower price (provided that it is not lower for one of the reasons stated above). If your comparable Gatwick car parking would have been cheaper elsewhere, we'll give you the difference. Please contact Customer Services for assistance in relation to our price promise.

- 8.7 'Car waiting for you on return guaranteed' is based on departure/arrival times specified at time of booking. If your car is not waiting in the Valet Parking area we will offer you complimentary Valet Parking for one booking of up to 15 days in length on your next trip. If you return early, please notify us and we'll make every effort to ensure your car is waiting for you, however this cannot be guaranteed.
- 8.8 'Parking from £6 per day' is based on the Winter Special product when booked in advance for a period of 30 days or more.
- 8.9 'Dedicated bus shuttle service' relates to Long Stay and Summer Special bus transfer services.

- 8.10 'Closest car parks, shortest transfer times' is based on our car park locations. All customer car parks are located on-airport, within the perimeter of Gatwick Airport. However, please note that in North Terminal during peak times some vehicles may be stored in a secure facility, owned and operated by Gatwick Airport Limited that is located on the north side of the airport.
- 8.11 'CCTV, Security lit & manned 24/7'. We use CCTV and vehicle number plate recognition cameras and equipment at various locations throughout the car parks. The prime purpose of the CCTV cameras is to ensure the security of the vehicles and members of public whilst on site. We therefore have CCTV cameras in strategic locations around the car parks, but specifically on entry and exit in order to capture the driver of a vehicle as they pass through the barriers. In addition to this there is CCTV monitoring areas where members of the public are handling cash to provide additional security. Any information recorded by such equipment is held for the purpose of providing parking services and will be retained for only a short time unless an issue arises in which case it will be retained until that issue has been resolved.
- 8.12 Complaints made to Gatwick Parking usually require a full investigation with the staff involved at the time of the incident and review of other information such as CCTV footage. Gatwick are only able to investigate up to 24 days after the event. After this period, it is not possible to obtain all the relevant information in relation to an event and therefore Gatwick would be unable to investigate the complaint [We will however log this and keep the complaint on file in order that it influences our decisions in the future].

9. Feedback

- 9.1 From time to time we may ask you to provide us with your views on our airports, services, the website or any other related issue. Our use of your contribution together with the personal information you provide will be governed by these terms and conditions and by the terms of our privacy statement.
- 9.2 If you are under the age of 16 you must have consent from a parent or guardian to make a contribution.
- 9.3 By contributing you will be giving us your full consent to post your contribution on the website should we choose to do so and you will be deemed to have given us a free licence on a perpetual basis to adapt, modify, incorporate your contribution in other works or otherwise use it as we see fit. You agree that we do not need to acknowledge you as being the author of such contribution but by contributing you give us permission to acknowledge you as the author should we wish to do so.
- 9.4 Any contribution you provide must not contain anything that is unlawful, offensive, abusive, threatening, defamatory, obscene or discriminatory nor shall it infringe the rights of anyone else.

10. General

10.1 These terms refer only to your viewing of this website and, as detailed above, separate

conditions apply to prize draws, competitions and promotions which we may run from time to time as well as to products and services sold through this website.

11. Data Protection and Privacy

11.1 Any personal information you supply to us when you use this Website will be used in accordance with our <u>Privacy & Cookie Policy</u>.