

TERMS AND CONDITIONS

YOUR STATUTORY RIGHTS ARE NOT AFFECTED

1 BOOKINGS

- 1.1 Bookings on the Company's website are made when validated on the website.
- 1.2 Bookings by telephone are made when confirmed by the telesales operator.
- 1.3 Bookings by post are made when written confirmation is sent by the Company.

2 CANCELLATION

- 2.1 The Customer may cancel a booking for any reason including non-acceptance of these Conditions up to 24 hours before commencement of the Parking Period and will receive a full refund.
- 2.2 A Customer who receives these Conditions within 7 working days before the Parking Period may, provided he does not park the Vehicle with the Company, cancel no later than 7 working days after receipt and will receive a full refund.
- 2.3 Cancellations after the time referred to in Conditions 2.1 or 2.2 (as appropriate) or Customers not turning up are charged the full parking fee for the whole Parking Period.
- 2.4 Cancellations shall be in writing by post to the Administration address (PO Box No 224, Crawley West Sussex RH11 0FA) or by fax (01293 59465) or by e-mail (reservations@bcponline.co.uk). Cancellations sent by first class prepaid post are deemed to be received at 10 am on the next working day following the day of posting. Cancellations sent by second class prepaid post are deemed to be received on the second working day following the day of posting.
- 2.5 For purposes of Conditions 2 and 3 the Parking Period commences at 00.01 am on the first day of the Parking Period.

3 PRICES AND PAYMENTS

- 3.1 The price (in pounds Sterling including VAT) for the Parking Period is that confirmed at time of booking regardless of prices quoted by the Company elsewhere or in any promotional offer.
- 3.2 Unless booked through an approved agent of the Company, payment for the Parking Period is to be by an approved payment card in full in pounds Sterling at the time of booking. For postal bookings payment is to be by cheque.
- 3.3 Any additional charges and payments due are to be paid in full before the Vehicle leaves the Car Park.

4 THE COMPANIES LIABILITIES

- 4.1 The Company accepts liability for death or personal injury caused by negligence on the part of the Company or its employees.
- 4.2 Subject to Condition 4.3 the Company accepts liability for damage to the paintwork or bodywork of the Vehicle if proved to be caused by the Company. The Customer shall not be required to prove liability where a Vehicle Inspection Report (see Condition 6.1.3) is prepared and the damage in question is not recorded thereon. The Customer authorises the Company to carry out repairs to the Vehicle where the Company believes damage has been caused during the Parking Period.
- 4.3 Condition 4.2 does not apply where the Customer parks the vehicle and retains the keys during the Parking Period ("Self Park"). Self Park customers use the Car Park entirely at their own risk in respect of their persons, the Vehicle and any personal property left therein.

5 EXCLUSION AND LIMITATION OF THE COMPANY'S LIABILITIES

- 5.1 THE COMPANY WILL NOT ACCEPT LIABILITY FOR:
 - 5.1.1 LOSS OR DAMAGE COVERED BY YOUR OWN INSURANCE
 - 5.1.2 PERSONAL PROPERTY LEFT IN THE VEHICLE OR COACH OR LEFT UNATTENDED AT ANY TIME
 - 5.1.3 TRANSPORT DELAYS BETWEEN THE CAR PARK AND THE AIRPORT CAUSED BY TRAFFIC CONGESTION, VEHICLE BREAKDOWN OR OTHER CAUSES BEYOND THE COMPANY'S CONTROL
 - 5.1.4 LOSS ARISING FROM A STOLEN OR MISLAID RECEIPT OR TICKET FOR THE VEHICLE
 - 5.1.5 LOSS OF OR DAMAGE TO THE VEHICLE ARISING FROM MECHANICAL OR ELECTRICAL FAILURE, SELF-LOCKING, ATMOSPHERIC POLLUTION, TERRORISM, NATURAL DISASTER, DAMAGE BY THIRD PARTIES AND OTHER MATTERS OUTSIDE ITS CONTROL.
 - 5.1.6 CONSEQUENTIAL OR INDIRECT LOSS
 - 5.1.7 DELAY IN MAKING THE VEHICLE AVAILABLE FOR COLLECTION PRIOR TO EXPIRY OF THE PARKING PERIOD
- 5.2 THE COMPANY'S LIABILITY FOR LOSS OF OR DAMAGE TO THE VEHICLE IS LIMITED TO £25,000.00

6 CUSTOMER'S OBLIGATIONS

6.1 Vehicle Condition

- 6.1.1 The Vehicle may be photographed or videoed when entering and leaving the Car Park and after damage is reported. Fraudulent claims will be reported to the Police.
- 6.1.2 The Customer shall ensure that the Vehicle is at the beginning and end of the Parking Period in a legal and roadworthy condition for driving on the public highway and that no dangerous toxic or illegal substances are left in the Vehicle.
- 6.1.3 If at the end of the Parking Period the Vehicle will not start the Company may move the Vehicle to a return bay. At the request and risk of the Customer a Company employee will make one attempt to start the Vehicle using an anti surge starter pack. Further assistance to start the Vehicle will require break down assistance at your expense. A Vehicle which cannot be started must be removed from the Car Park within 24 hours of the end of the Parking Period after which the daily parking charge will be made.
- 6.1.4 No Vehicle shall be towed into the Car Park and no work on or cleaning of Vehicles shall be done in the Car Park.
- 6.1.5 The provisions in this Condition 6.1.5 apply to Standard Parking and Valet Parking (for Self Park Condition 4.3 applies):
- 6.1.5.1 THE CUSTOMER SHALL INSPECT THE VEHICLE AND REPORT ANY DAMAGE TO THE COMPANY ON A REPORT FORM BEFORE DRIVING OUT OF THE CAR PARK AT THE END OF THE PARKING PERIOD.
- 6.1.5.2 The Company shall at the Customer's request for a £5.00 charge undertake a joint visual inspection of the Vehicle and record any damage to the paintwork or bodywork prior to the parking of the Vehicle ("the Vehicle Inspection Report"). A Vehicle Inspection Report is prepared without charge for Valet Parking.
- 6.1.5.3 The Customer shall inform the Company of any modification (including any for disabled use) to the Vehicle that might affect normal handling or operation.

6.2 Check In Time

Transport between the Car Park and the airport leaves at regular intervals. It is the Customer's responsibility to arrive at the Car Park (or in the case of Valet Parking at the Airport) in good time (a minimum of 1 hour prior to the airlines recommended check-in time is suggested) to enable you to arrive at the airport check-in desk by the airline's recommended check-in time.

7 RECLAIMING THE VEHICLE AND LOST RECEIPTS

- 7.1 The Customer must produce the receipt or ticket provided by the Company when reclaiming the Vehicle. If the receipt or ticket is lost the Company will require proof of the Customer's and Vehicle owner's identities and may make other enquiries it considers reasonable. Failure to produce the receipt or ticket will delay your departure.
- 7.2 Should you discover the receipt or ticket has been lost or stolen, the Company should be informed at once and a fax or e-mail sent stating your name and address and instructing us not to release the Vehicle until your return.
- 7.3 Any Customer reclaiming his Vehicle prior to expiry of the Parking Period will be liable for the parking fee for the whole Parking Period.
- 7.4 The Company requires not less than 6 hours notice to make the Vehicle available for collection prior to the last day of the Parking Period.
- 7.5 The Company may refuse to return Vehicle keys to the Customer if it is of the opinion that the Customer is unfit to drive or the Vehicle does not comply with Condition 6.1.2

8 DISABILITIES

- 8.1 Customers with a disability which will necessitate the Company in providing special assistance facilities or transport should make their requirements known at the time of booking.
- 8.2 The Company shall take reasonable steps to meet the requirements of a disabled Customer.

NOTE: CONDITIONS 9, 10, 11 AND 12 DO NOT APPLY TO VALET PARKING. CONDITIONS 9 AND 12 DO NOT APPLY TO SELF PARKING. CONDITION 13 DOES NOT APPLY TO STANDARD PARKING OR VALET PARKING.

9 VEHICLE SECURITY

- 9.1 You are required to leave your car keys at the Car Park, if you fail to do so the Company may move the Vehicle by any means and shall have no liability for any damage caused.
- 9.2 You will be directed at the Car Park whether you are to leave the Vehicle locked or unlocked and where to leave Vehicle keys.
- 9.3 Alarms and immobilisers are to be left off, engagement may drain the battery.

10 SAFETY IN THE CAR PARK

- 10.1 Drive slowly and carefully in the Car Park and obey the directional signs.
- 10.2 Car Parks can be dangerous. After parking, proceed to the reception or nearest exit, which are signposted. Do not wander about the Car Park. Keep a careful eye on your children and do not permit them to play in the Car Park.

11 TRANSPORT TO AND FROM AIRPORT

- 11.1 Customers should not board a Coach if unable to find a seat or if the maximum number of standing passengers (as displayed in the Coach) have boarded.
- 11.2 Children under the age of 8 must be seated and accompanied by an adult.
- 11.3 No animal may travel without the agreement of the Company and the driver.
- 11.4 Luggage and personal belongings must not be placed in the aisles or standing areas.
- 11.5 The driver may refuse to assist the Customer in loading excessively heavy luggage.
- 11.6 The driver is responsible for safety of the Coach. Any passenger who, in the opinion of the driver, is a danger or potential danger to the Coach or its passengers may be removed from the Coach or prevented from boarding on the driver's authority.

12 MOVING THE VEHICLE

The Company shall keep the Vehicle at one of its Car Parks. The Customer authorises the Company to drive the Vehicle within and between Car Parks (and for Valet Parking between the Airport and the Car Parks).

13 SELF PARKING OF VEHICLE

- 13.1 The Vehicle must be parked in a parking space designated for that purpose.
- 13.2 The Customer is solely responsible for security of the Vehicle and deciding whether to lock the Vehicle and activate alarms and immobilisers.

WARNING: Failure to secure the Vehicle and activate alarms and immobilisers may invalidate your insurance. Activation of alarms and immobilisers may drain the Vehicle battery.

14 COMPLAINTS PROCEDURE

- 14.1 This procedure does not restrict the Customer's right to pursue remedies through the Court.
- 14.2 Should your Vehicle suffer damage whilst in the Car Park or should you lose the Vehicle or any of your possessions from the Vehicle you should:-
- 14.2.1 immediately inform a member of staff before leaving the Car Park
- 14.2.2 in the case of theft, report to the Police
- 14.2.3 notify your insurers.
- 14.3 The Company will acknowledge a written complaint in writing within 5 working days.
- 14.4 A complaint will initially be dealt with by the Company's Customer Services Officer ("CSO").
- 14.5 Subject to the Customer promptly supplying any additional information required, and (if required) making the Vehicle available for inspection, the CSO will endeavour to give a written decision within 30 days.
- 14.6 If a complaint relates to Vehicle damage (this is not applicable for Self Parking which is at the Customer's sole risk) the Customer will make the Vehicle available for inspection prior to repairs being commenced.
- 14.7 Communication relating to the complaint can be by e-mail with the CSO at Communications@bcponline.co.uk, by using the Customer Service Number 0870 013 4600 or in writing addressed to the CSO at the Administration Address.
- 14.8 All telephone calls to the Company are charged at the rate agreed with your telephone service provider. Calls may be monitored.

15 ALTERATION OF CONDITIONS

No person has authority to alter these Conditions unless in writing with the express permission of the Company

16 DEFINITIONS AND INTERPRETATION

- 16.1 Paragraph headings shall not be taken into account in the construction or interpretation of these Conditions.
- 16.2 "Car Park" means the Car Park specified on the booking confirmation and any other Car Park used by the Company in connection therewith.
- 16.3 The term "Valet Parking" applies where the Customer is met at the airport terminal on their departure and return with their car parked for them by the Company. This is sometimes referred to as "Meet & Greet Parking" or "Personal Parking."
- 16.4 The "Administration Address" means PO Box No 224, Crawley, West Sussex RH11 0FA.