
Terms and Conditions for Car Park Bookings

30 January 2024

1. **WHEN THESE TERMS APPLY**

- 1.1. Unless we agree otherwise in writing, these Terms apply every time you make a Booking to use a Parking Area at the Airport. These Terms form a contract between you and us, so please read them carefully.
- 1.2. We may amend these Terms from time to time by posting a replacement version of the Terms on our Website. The version of the Terms that was on our Website at the time you receive your Booking Confirmation is the version that will apply to that Booking.

2. **DO ANY OTHER TERMS APPLY?**

- 2.1. These Terms only apply to the process of making your Booking. Additional terms on our Website cover:
 - 2.1.1. conduct on the Airport; and
 - 2.1.2. bringing Vehicles onto the Airport and using the Parking Areas;and these should be read in conjunction with these Terms.
- 2.2. In the event of any queries, you can contact our Customer Contact Centre using our online Contact Form (<https://www.leedsbradfordairport.co.uk/contact>) or on customercare@lba.co.uk

3. **SPECIAL WORDS AND MEANINGS IN THESE TERMS**

In these Terms:

Airport	means Leeds Bradford Airport, Leeds, LS19 7TU, and includes any land which is operated by us or under our control;
Airport Byelaws	means the byelaws applicable to the Airport from time to time, which can be found on our Website;
Booking	means an advance request to use one of our Parking Areas made using the booking system on our Website, in respect of which you have received a Booking Confirmation;
Booking Confirmation	means an email issued by us (or on our behalf), stating that we have accepted your request to use a parking space at the Parking Area you selected, between the dates and times you selected;

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Booking Fee	means the amount you must pay in advance to secure your Booking, which will be notified to you as part of the booking process;
Charges	means any amounts payable for using a Parking Area (other than the Booking Fee) as displayed at the relevant Parking Area;
Electric Vehicle	means a Vehicle propelled exclusively by one or more electric motors using energy stored in rechargeable batteries;
Meet and Greet	means the valet parking service we provide, which is described in more detail in clause 9;
Parking Area	means: a) the car parks on the Airport known as Premium Short Stay, Short Stay, Mid Stay, Mid Stay 2, and Long Stay; b) Meet and Greet; and c) the Pick-up/Drop-off Zone;
Pick-up/Drop-off Zone	means the area located in front of the Airport terminal designated for picking up and/or dropping off passengers using the terminal;
Us (and related expressions)	means Leeds Bradford Airport Limited (registered number 02065958);
Vehicle	means any vehicle; and
You (and related expressions)	means (as applicable): a) the person making the Booking; b) if different, the person in whose name the Booking is made; and

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- c) any person that operates or is in control of the Vehicle while it is on the Airport, excluding us.

4. **MAKING A BOOKING**

- 4.1. You may use our online process to request the use of a parking space at one of our Parking Areas between specific dates and times selected by you. We do not guarantee that any particular Parking Area will be available to book, either at the dates and times you request or at all.
- 4.2. We do not guarantee that we will accept your request for a Booking. In particular, we may refuse a Booking if:
 - 4.2.1. we believe it has been made by someone under the age of 18;
 - 4.2.2. we believe payment for the Booking was made fraudulently or without the cardholder's permission;
 - 4.2.3. the Booking Fee has not been paid; or
 - 4.2.4. the online booking process was not completed in full.
- 4.3. We will inform you of the Booking Fee during the online booking process. The Booking Fee will be in GBP and will include applicable Value Added Tax (VAT). You must pay the Booking Fee in advance at the time of making your Booking by using a credit card or debit card.
- 4.4. There is no Booking until you have received a Booking Confirmation. Booking Confirmations will be sent to the email address you supply us with during the booking process. It is your responsibility to ensure that this email address is accurate and that you can access the inbox.

5. **USING YOUR BOOKING**

- 5.1. You are entitled to park your Vehicle in the Parking Area, and for the period, set out in your Booking Confirmation. You must follow any instructions on our Website and park in accordance with the terms and conditions for use of our Parking Areas, which are also available on our Website.
- 5.2. You must produce a copy of your Booking Confirmation if we, or someone acting on our behalf, asks you to. We may deny your Vehicle entry to the Airport and/or Parking Areas if you do not produce a copy of your Booking Confirmation when we ask you to.
- 5.3. Your Booking is in respect of the Parking Area, dates, times and (if applicable) Vehicle set out in the Booking Confirmation. If any of these details are incorrect you must amend your booking using our Website as soon as possible, and at least 24 hours before arriving at the Airport.
- 5.4. You will be liable to pay additional Charges (the difference between the Charges for your existing Booking and your actual use of the Parking Areas), and will not be entitled to a refund of your Booking Fee, if:
 - 5.4.1. we are unable to verify your Booking;

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5.4.2. you park your Vehicle otherwise than in accordance with the Parking Area, dates and times set out in your Booking Confirmation; or

5.4.3. you park a Vehicle other than the one covered by the Booking Confirmation in one of our Parking Areas.

5.5. If you remove your Vehicle from the Parking Area covered by your Booking, or collect it from Meet and Greet, before the end time stated in your Booking Confirmation:

5.5.1. you are agreeing to end your Booking early; and

5.5.2. you will not receive a refund of your Booking Fee in respect of the unused portion of your Booking.

5.6. Bookings are not transferable except in accordance with changes permitted by these Terms, and you must not resell or transfer your Booking (or attempt to do so).

6. **CHANGING YOUR BOOKING**

6.1. You may use our Website to request a change to your existing Booking. Changes can be made at any time up until 24 hours before the start of that Booking, as shown in your Booking Confirmation.

6.2. You may request a change to the Parking Area, dates, times and/or Vehicle included in your Booking. We do not guarantee that any particular Parking Area will be available to book, either at the dates and times you request or at all.

6.3. We do not guarantee that we will accept your request for a change to your Booking. In particular, we may refuse a change to your Booking if:

6.3.1. we believe it has been made by someone other than the person who made the original Booking;

6.3.2. we believe it has been made by someone under the age of 18;

6.3.3. we believe any payment in relation to the changed Booking was made fraudulently or without the cardholder's permission;

6.3.4. any additional Booking Fee in relation to the changed Booking has not been paid; or

6.3.5. the online process for changing the Booking was not completed in full.

6.4. We will inform you of any change to the Booking Fee during the online change process.

6.5. If you have increased the period of time covered by your Booking, or changed the Parking Area covered by your Booking to a more expensive Parking Area, you must pay any additional Booking Fee in advance at the time of changing your Booking by using a credit card or debit card.

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- 6.6. If you have reduced the period of time covered by your Booking, or changed the Parking Area covered by your booking to a less expensive Parking Area, we will refund any overpaid Booking Fee to the credit card or debit card that was used to make the original payment.
- 6.7. Your Booking has not been changed until you receive a new Booking Confirmation. Booking Confirmations will be sent to the email address you supply us with – it is your responsibility to ensure that this address is accurate and that you can access the inbox.

7. **CANCELLING YOUR BOOKING**

- 7.1. You may cancel your Booking at any time up to 24 hours before the start of your Booking (as shown in your Booking Confirmation) and receive a full refund of your Booking Fee.
- 7.2. We will not refund your Booking Fee if you cancel your Booking less than 24 hours before the start of your Booking (as shown in your Booking Confirmation).
- 7.3. We may cancel a Booking (and refund the Booking Fee) if we believe that:
 - 7.3.1. it has been made by someone under the age of 18; or
 - 7.3.2. the payment for the Booking was made fraudulently or without the cardholder's permission.
- 7.4. Refunds will be paid to the credit card or debit card that was used to make the Booking.

8. **IF WE HAVE TO MAKE CHANGES**

- 8.1. We may require you to park your Vehicle in a different Parking Area to that set out in your Booking Confirmation if circumstances beyond our control mean that the Parking Area, dates and/or times set out in your Booking Confirmation are no longer available (either in whole or in part).
- 8.2. If clause 8.1 applies, we will endeavour to provide:
 - 8.2.1. as much notice as possible (but we do not guarantee that we will be able to inform you before your arrival at the Airport); and
 - 8.2.2. an alternative parking location on the Airport at no extra charge.
- 8.3. If clause 8.1 applies and:
 - 8.3.1. we are unable to provide an alternative parking location on the Airport; or
 - 8.3.2. you inform us that you do not require an alternative parking location;

we will cancel your Booking and refund your Booking Fee to the credit card or debit card used to make the Booking.

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9. **ADDITIONAL TERMS FOR MEET AND GREET BOOKINGS**

- 9.1. When you hand over your Vehicle at the Meet and Greet Parking Area:
- 9.1.1. you must be the owner of the Vehicle or be authorised to deal with the Vehicle as if you were its owner;
 - 9.1.2. the Vehicle must be in a roadworthy, safe and legal condition, properly taxed and subject to a current MOT certificate;
 - 9.1.3. there must be no dangerous, toxic or illegal substances in the Vehicle; and
 - 9.1.4. you must ensure you leave us with the correct keys, alarm fobs and instructions to operate the Vehicle, and retain a copy of the key for yourself.
- 9.2. You must provide reasonable cooperation so that we can establish the matters set out in clause 9.1, including providing copies of documentation and allowing us to inspect the exterior and interior of the Vehicle (including any storage compartments).
- 9.3. If we are unable to establish the matters set out in clause 9.1 to our satisfaction we may refuse to take possession of your Vehicle, in which case we will refund your Booking Fee.
- 9.4. If we discover any dangerous, toxic or illegal substances in the Vehicle, we may (without limitation, and without notice to you):
- 9.4.1. remove and/or dispose of the relevant items (with no obligation to account to you for their value); and/or
 - 9.4.2. notify any relevant authorities.
- 9.5. We will drive your Vehicle in accordance with the law but we are not responsible for meeting any additional requirements – for example, insurance conditions relating to driving performance monitored by telematics.
- 9.6. We may make reasonable adjustments to your Vehicle settings, such as seat and mirror positions, so that we can drive your Vehicle. You must ensure that the Vehicle is set up correctly for you to drive it away when you collect it.
- 9.7. Subject to clause 10, we are not liable (whether in contract, tort (including negligence) or otherwise) for:
- 9.7.1. faulty car keys or alarm fobs;
 - 9.7.2. any keys left on the same key-ring as the Vehicle keys you provide to us;
 - 9.7.3. any damage to your Vehicle, or any structural, mechanical or electrical failure in your Vehicle, that existed before we took possession of it; or

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9.7.4. any damage to your Vehicle or possessions, or any structural, mechanical or electrical failure in your Vehicle, unless it was:

- (a) caused by our negligence; and
- (b) reported to us before you removed the Vehicle from the location at which you collected it.

10. **OUR LIABILITY**

10.1. Nothing in these Terms limits or excludes our liability for:

10.1.1. death or personal injury caused by our negligence, or the negligence of any person for whom we are vicariously liable;

10.1.2. fraud;

10.1.3. fraudulent misrepresentation; or

10.1.4. any liability that we are not permitted to limit or exclude by law.

10.2. Subject to clause 10.1, and to the extent permitted by law, we are not liable to you, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, for:

10.2.1. loss of profit;

10.2.2. loss of revenue;

10.2.3. loss of business;

10.2.4. business interruption;

10.2.5. wasted expenditure;

10.2.6. loss of anticipated savings;

10.2.7. loss of or damage to goodwill;

10.2.8. loss of contracts;

10.2.9. loss of business opportunity; or

10.2.10. any indirect, consequential or special loss or damage.

10.3. Subject to clause 10.1, our total liability to you under or in connection with these Terms, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, shall be limited to £250 per claim or series of related claims.

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10.4. We do not accept liability for any failure by us to perform our obligations due to an event beyond our reasonable control. A non-exhaustive list of such events includes war or threat of war, riots, civil strife, terrorist threats or activity, industrial disputes, mechanical or systems failures, natural and nuclear disaster, chemical or biological contamination, sonic boom, fire, flood, explosion, earthquake, adverse weather conditions, interruption or failure of utility service, technical problems to transport, any late or delayed personal transport, taxi, train or bus or other transport services used by you in travelling to the Airport, government regulations, epidemic or pandemic, crown instruction, closure or congestion of airports, and/or cancellation or changes of schedules by airlines.

10.5. Nothing in these Terms excludes or limits your statutory rights.

11. GENERAL

11.1. **No waiver:** No waiver of or in connection with these Terms by us is effective unless it is effective except to the extent it is set forth in writing, identifies itself as a waiver under this clause 11.1, and is signed by one of our directors.

11.2. **Amendments:** No amendment or variation of these Terms is valid unless it has been published by us on our Website, or has been agreed in writing, identifies itself as a variation under this clause 11.2, and is signed by one of our directors.

11.3. **Survival:** If any part of these Terms is or becomes invalid or unenforceable, that part shall be deemed deleted.

11.4. **Transfers:** You cannot transfer your rights or obligations under these Terms to another person.

11.5. **Governing law:** These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales as it applies in England.

11.6. **Jurisdiction:** You and we agree that the courts with exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) shall be the courts of England and Wales.