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# Terms of Use of Car Parks and Roads

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## 1. WHEN THESE TERMS APPLY

- 1.1. Unless we agree otherwise in writing, these Terms apply every time you bring a Vehicle onto 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 00:01hrs on the day you entered the Airport applies for the whole time your Vehicle is on the Airport.

## 2. DO ANY OTHER TERMS APPLY?

- 2.1. These Terms only apply to the use of your Vehicle on the Airport. Additional terms on our Website cover:
  - 2.1.1. use of our Website;
  - 2.1.2. conduct on the Airport; and
  - 2.1.3. making Bookings to use the Parking Areas;and these should be read in conjunction with these Terms.

## 3. SPECIAL WORDS AND MEANINGS IN THESE TERMS

- 3.1. In these Terms:

<b>Abandoned Vehicle</b>	means a Vehicle that has been on the Airport for more than 28 days, where those days are not covered by a Booking;
<b>Airport</b>	means Leeds Bradford Airport situated at Leeds, LS19 7TU, and includes any land which is operated by us or under our control;
<b>Airport Byelaws</b>	means the byelaws applicable to the Airport from time to time, which can be found on our Website;
<b>Booking</b>	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;
<b>Booking Confirmation</b>	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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<b>Booking Fee</b>	means the amount you must pay in advance to secure a Booking;
<b>Charges</b>	means any amounts payable for using a Parking Area (other than a Booking Fee) as displayed at the relevant Parking Area;
<b>Electric Vehicle</b>	means a Vehicle propelled exclusively by one or more electric motors using energy stored in rechargeable batteries;
<b>Enforcement Charges</b>	means any amounts payable:  a) under a Parking Charge Notice, as set out in the Parking Charge Notice; or  b) as set out in notices on and around the Airport;
<b>Meet and Greet</b>	means the valet parking service we provide;
<b>Parking Area</b>	means:  a) the car parks on the Airport known as: Premium Short Stay, Short Stay, Mid Stay, Mid Stay 2, Long Stay and 1 Hour Free Parking;  b) Meet and Greet; and  c) the Pick-up/Drop-off Zone;
<b>Parking Charge Notice</b>	means a notice issued by us, or on our behalf, notifying you of a breach of these Terms and the associated Enforcement Charges;
<b>Passenger</b>	means a person who:  a) has arrived at the Airport on an aircraft and will depart from the Airport in your Vehicle; or

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b) has arrived at the Airport in your Vehicle and will depart from the Airport in an aircraft;

<b>Pick-up/Drop-off Zone</b>	means the area located in front of the Airport terminal designated for picking up and/or dropping off Passengers using the terminal;
<b>Token</b>	means a token, ticket or other similar item issued by us when you enter the Parking Area to verify the time you entered the Parking Area and, where applicable, to enable calculation of the Charges;
<b>Us</b> (and related expressions)	means Leeds Bradford Airport Limited (registered number 02065958) and (where applicable) includes any person authorised by us to enforce these Terms on our behalf;
<b>Vehicle</b>	means any vehicle and includes any attachments to that vehicle, such as trailers or caravans; and
<b>You</b> (and related expressions)	means any person that operates or is in control of the Vehicle while it is on the Airport, excluding us.

### 4. CONDUCT ON THE AIRPORT

4.1. We reserve the right to:

- 4.1.1. control the rate of access to the Airport and/or the Parking Areas (which may include closing them entirely);
- 4.1.2. refuse admittance to the Airport and/or the Parking Areas; and/or
- 4.1.3. require any Vehicle or individual to leave the Parking Areas and/or the Airport, in which case they must do so immediately.

4.2. While on the Airport, you **must** (unless we tell you otherwise):

- 4.2.1. drive your Vehicle with due care and attention and with reasonable consideration for other people;
- 4.2.2. take all necessary precautions to secure your Vehicle while it is parked, including (but not limited to) applying the hand-break, closing all windows, locking all doors and engaging security measures such as steering locks, alarms and immobilisers;

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- 4.2.3. comply with all instructions given by our staff;
  - 4.2.4. ensure that any children and animals you bring with you are properly supervised and are accompanied at all times when on the Airport; and
  - 4.2.5. obey all signs, speed limits and road markings, including (but not limited to) size/width restrictions and parking pay designations.
- 4.3. While on the Airport, you must **not** (unless we tell you otherwise):
- 4.3.1. park your Vehicle so that any part of it crosses the boundary of your parking space;
  - 4.3.2. leave any person or animal within your Vehicle while parked;
  - 4.3.3. drive at a speed in excess of 10 miles per hour;
  - 4.3.4. stop on any red routes;
  - 4.3.5. reverse your Vehicle (unless accessing or exiting a parking bay);
  - 4.3.6. injure any person or expose any person to the risk of harm;
  - 4.3.7. damage any property belonging to us or to a third party;
  - 4.3.8. cause an obstruction;
  - 4.3.9. obstruct any automatic number plate recognition (“**ANPR**”) or CCTV installation;
  - 4.3.10. attempt to enter or exit from a Parking Area with a caravan, trailer or similar large Vehicle;
  - 4.3.11. leave any trailer, caravan, or similar equipment detached from your Vehicle;
  - 4.3.12. tow or push a Vehicle;
  - 4.3.13. tailgate another Vehicle;
  - 4.3.14. pour or transfer fuel into or out of the fuel tank of a Vehicle;
  - 4.3.15. carry out any repair, maintenance, or other work to a Vehicle or wash or clean a Vehicle; or
  - 4.3.16. carry out any commercial activity of any kind that we have not authorised in writing, except that within the Pick-up/Drop-off Zone and the car park on the Airport known as 1 Hour Free Parking:
    - (a) licensed taxis and private hire Vehicles may drop-off Passengers; and

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- (b) pre-booked licensed taxis and private hire Vehicles may pick up Passengers;  
without further authorisation.

### 5. ACCIDENTS, BREAKDOWNS, LOSS AND DAMAGE

- 5.1. If you are involved in an accident, your Vehicle breaks down, or any of your property is lost or damaged while using our roads and Parking Areas, you must inform us before leaving the Airport.

### 6. TOKENS AND AUTOMATIC NUMBER PLATE RECOGNITION (ANPR)

- 6.1. Depending on which Parking Area you use, we may:

- 6.1.1. use automatic number plate recognition (ANPR) to record your Vehicle registration number; or

- 6.1.2. issue you with a Token;

at the time your Vehicle enters the Parking Area, and use the time of issue to calculate any applicable Charges.

- 6.2. A Token:

- 6.2.1. only applies in respect of the Vehicle for which it was issued and is not transferable;

- 6.2.2. does not entitle you to any particular parking space, or to priority over other customers; and

- 6.2.3. is your responsibility once it has been issued to you.

### 7. DESIGNATED PARKING SPACES

- 7.1. You may only use a parking space that has been designated for a certain group of users if:

- 7.1.1. at least one person travelling in your Vehicle is part of that group;

- 7.1.2. that person is a Passenger; and

- 7.1.3. appropriate documentation (such as a disabled badge) issued in respect of that person is clearly visible in the Vehicle's windscreen.

### 8. CALCULATION OF CHARGES

- 8.1. If you do not have a Booking, you must pay the Charges for the total period of time your Vehicle is in a Parking Area.

- 8.2. If you have a Booking, you must pay the Charges for:

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8.2.1. any period of time that your Vehicle is parked otherwise than in accordance with the Parking Area, dates and times set out in your Booking Confirmation; and

8.2.2. any Vehicle that is not covered by your Booking Confirmation.

8.3. If your Vehicle is an Electric Vehicle, you may use the Pick-up/Drop-off Zone for up to 60 minutes without paying Charges, provided you satisfy our staff that your Vehicle is an Electric Vehicle before leaving the Pick-up/Drop-off Zone. This offer applies to a maximum of 2 uses of the Pick-up/Drop-off Zone each day.

### 9. LEAVING OUR PARKING AREAS

9.1. You must pay any Charges before taking your Vehicle out of the relevant Parking Area.

9.2. If you are issued with a Token and you lose it:

9.2.1. in the interests of security, we may refuse to release the Vehicle to which the Token relates until we are satisfied (acting reasonably) that you are entitled to remove the Vehicle from the Parking Area; and

9.2.2. you must pay the Charges at the full 24-hour rate for each day or part day your Vehicle has been in the relevant Parking Area. This payment can be made at the Airport Information Desk located inside the main entrance to the Terminal building.

9.3. Unless you have lost your Token (see above) Charges can be paid using cash, debit card or credit card:

9.3.1. at the exit barrier of the Parking Area; or

9.3.2. at machines located in and around the Parking Area.

9.4. We do not guarantee that any particular payment method or location will be available, but we will ensure that there is always at least one payment method and one payment location available at all times.

9.5. Once you have paid, you must take your Vehicle out of the relevant Parking Area within the following time-scales:

Parking Area	Timescale
Long-stay car parks:	45 minutes
Mid-stay car parks:	30 minutes
Short-stay car parks:	20 minutes
1 Hour Free Parking	within 60 minutes of first entering the car park

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9.6. You must pay additional Charges if you fail to remove your Vehicle from the Parking Area within the relevant timescale given above (starting from when you paid the Charges). You must pay additional Charges even if you are delayed in removing your Vehicle from the Parking Area by the acts or omissions of others, such as queues at the barrier.

### 10. **WHEN WE HAVE TO MOVE YOUR VEHICLE**

10.1. We may move your Vehicle (including by driving it, lifting it or towing it on the Airport or on the public highway):

10.1.1. to another place within the same Parking Area, where we determine this is necessary to avoid obstruction or for the more efficient arrangement of that Parking Area;

10.1.2. to another Parking Area on the Airport, where we determine that all or part of the original Parking Area must be closed or evacuated, either temporarily or permanently; or

10.1.3. if it has been left on a road or other part of the Airport.

### 11. **PARKING CHARGE NOTICE**

11.1. If you breach these Terms, we may issue a Parking Charge Notice to you.

11.2. We may issue a Parking Charge Notice to you:

11.2.1. in person;

11.2.2. by attaching it to your Vehicle;

11.2.3. by posting it to your address; or

11.2.4. by posting it to the address of the Vehicle's registered keeper.

11.3. You must pay any Enforcement Charges, together with any outstanding Charges, as set out in the relevant Parking Charge Notice.

11.4. If no time period is given in the Parking Charge Notice, the relevant Charges and Enforcement Charges must be paid within 28 days of the Parking Charge Notice being issued.

### 12. **TAKING POSSESSION OF YOUR VEHICLE**

12.1. If you breach these Terms, we may take possession of your Vehicle while it is on the Airport (which may include driving, lifting or towing it to another location on the Airport).

12.2. We will be entitled to keep possession of your Vehicle until you have paid all outstanding Charges and Enforcement Charges relating to that Vehicle.

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### 13. **SELLING, DISPOSING OF, OR DESTROYING YOUR VEHICLE**

13.1. By bringing a Vehicle onto the Airport you:

13.1.1. authorise us to arrange for the sale, disposal or destruction of that Vehicle in the name of its owner, without prior notice, in accordance with these Terms; and

13.1.2. warrant that you are entitled to give us the authorisation set out above.

13.2. If you do not pay all outstanding Charges and Enforcement Charges relating to your Vehicle within 28 days after we request payment (which includes giving you a Parking Charge Notice), we may arrange for the sale, disposal or destruction of that Vehicle.

13.3. Our right under clause 13.2 is additional to any rights we may have under the Torts (Interference with Goods) Act 1977.

13.4. You acknowledge that if we sell a Vehicle, we are not obliged to seek the best price or any particular price.

13.5. We will apply the proceeds of any sale in the following order:

13.5.1. first, to pay all of the outstanding Charges and Enforcement Charges owed in respect of the Vehicle;

13.5.2. second, to pay our reasonable costs and expenses in connection with the sale;

13.5.3. third, to pay our reasonable charges for the movement and storage of the Vehicle until its sale;

13.5.4. finally, to pay any balance to the former registered keeper of the Vehicle (as at the time we took possession of it), subject to us receiving evidence to our satisfaction (acting reasonably) as to the identity and bank account details of that person.

### 14. **APPEALING ENFORCEMENT ACTION**

14.1. If you want to appeal any steps we have taken to enforce these Terms, you must follow the procedure set out by Vehicle Control Services Limited, who manage the process for us.

### 15. **COMPENSATION PAYABLE BY YOU**

You must indemnify us in respect of any cost, expense, loss or damage we suffer or incur as a result of your acts or omissions, or those of your passengers, in connection with using or parking your Vehicle on the Airport.

### 16. **OUR LIABILITY**

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



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- 16.1.1. death or personal injury caused by our negligence, or the negligence of any person for whom we are vicariously liable;
  - 16.1.2. fraud;
  - 16.1.3. fraudulent misrepresentation; or
  - 16.1.4. any liability that we are not permitted to limit or exclude by law.
- 16.2. Subject to clause 16.1, 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:
- 16.2.1. loss of profit;
  - 16.2.2. loss of revenue;
  - 16.2.3. loss of business;
  - 16.2.4. business interruption;
  - 16.2.5. wasted expenditure;
  - 16.2.6. loss of anticipated savings;
  - 16.2.7. loss of or damage to goodwill;
  - 16.2.8. loss of contracts;
  - 16.2.9. loss of business opportunity; or
  - 16.2.10. any indirect, consequential or special loss or damage.
- 16.3. Subject to clause 16.1, 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.
- 16.4. 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.
- 16.5. Use of the roads and Parking Areas on the Airport is made available "as is". This means that:

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- 16.5.1. we do not guarantee that any Parking Areas, or any particular Parking Area, will be available at any particular time or at all (but other rules apply if you have a Booking Bookings and can be found on our Website);
- 16.5.2. we do not guarantee the safety or security of your Vehicle or its contents, and you bring your Vehicle and its contents onto the Airport at your own risk;
- 16.5.3. we are not responsible for damage caused by the acts or omissions of other users of the roads and Parking Areas, other than us;
- 16.5.4. you are responsible for ensuring that that you allow sufficient time for car parking, transfer to the terminal and airport procedures – we are not responsible for any costs, compensation or expenses relating to any flights or other services you may have arranged.

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

### 17. GENERAL

- 17.1. **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 17.1, and is signed by one of our directors.
- 17.2. **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 17.2, and is signed by one of our directors.
- 17.3. **Survival:** If any part of these Terms is or becomes invalid or unenforceable, that part shall be deemed deleted.
- 17.4. **Transfers:** You cannot transfer your rights or obligations under these Terms to another person.
- 17.5. **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.
- 17.6. **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.