

# SmoothPark Service Terms

24 July 2025

## 1. WHEN THESE TERMS APPLY

- 1.1. We offer an online payment authentication service, the “SmoothPark Service”, for certain Parking Areas at the Airport. Unless we agree otherwise in writing, these Terms apply for users of the SmoothPark service. These Terms form a contract between you and us, so please read them carefully.
- 1.2. It is important that you read and fully understand the full user terms and conditions including any additional terms referenced in this document that apply to the SmoothPark Service. We may amend these Terms at any time in accordance with clause A14.

## 2. DO ANY OTHER TERMS APPLY?

- 2.1. These Terms only apply to the use of the SmoothPark Service when using a Vehicle on the Airport and are in addition to the additional terms on our Website, which cover:

2.1.1. use of our Website;

2.1.2. conduct on the Airport;

2.1.3. bringing Vehicles onto the Airport and use of 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:

**Account** means all accounts opened by you or on your behalf with us using either the SmoothPark Website.

**Airport** means Leeds Bradford Airport situated at Leeds, LS19 7TU, and includes any land which is operated by us or under our control;

**Customer Care** Means our Customer Care team who can be reached by email at [customer@lba.co.uk](mailto:customer@lba.co.uk)

**Parking Area** means:

a) the car parks on the Airport known as: Premium Short Stay, Short Stay; and

b) the Pick-up/Drop-off Zone;

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<b>Privacy Policy</b>	Means our privacy policy available at <a href="https://www.leedsbradfordairport.co.uk/privacy-policy">https://www.leedsbradfordairport.co.uk/privacy-policy</a>
<b>Service Terms</b>	Means the terms and conditions relating to the relevant service and any additional terms including: <ul style="list-style-type: none"><li>(a) <a href="https://www.leedsbradfordairport.co.uk/terms-and-conditions/car-park-terms-of-use">https://www.leedsbradfordairport.co.uk/terms-and-conditions/car-park-terms-of-use</a>;</li><li>(b) <a href="https://www.leedsbradfordairport.co.uk/cookie-policy">https://www.leedsbradfordairport.co.uk/cookie-policy</a>;</li></ul>
<b>SmoothPark Website</b>	means the website owned and controlled by us as well as any successor to such site or related site, currently located at <a href="https://my-parkingportal.com/leedsbradfordairport-co-uk-easypark/users/login">https://my-parkingportal.com/leedsbradfordairport-co-uk-easypark/users/login</a>
<b>Website</b>	Means <a href="https://www.leedsbradfordairport.co.uk/">https://www.leedsbradfordairport.co.uk/</a>
<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.

### **SECTION A: SMOOTH PARK SERVICE GENERAL TERMS AND CONDITIONS**

#### **A1. SMOOTH PARK TERMS AND CONDITIONS**

- A1.1. By opening an Account you agree to be bound by these terms and conditions ("**SmoothPark Terms**") together with the Privacy Policy and any relevant Service Terms (all these documents shall be known as the "**Agreement**") which govern your use of the Account and the service(s) and are applicable to every Transaction you make.
- A1.2. Your contract and Account will be in English and will be with us. Copies of these SmoothPark Terms, Service Terms and Privacy Policy will be displayed here and may be updated/changed by from time to time in accordance with clause A13.
- A1.3. Your contract with us starts on completion of registration and continues, subject to the terms of the Agreement, until either of us close your Account or terminate this contract in accordance with clause A4 below.
- A1.4. If you make an error in submitting information to us to open an Account you will, prior to the contract being concluded, be able to correct such errors during on-line pre-registration. You can amend your details after

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registration by accessing your Account. In order to use the service, it is essential your details are correct so please check them and update them if required.

### A2. **SMOOTH PARK ACCOUNT**

- A2.1. To use the SmoothPark Service, you will need to register with us by following the relevant sign-up procedure on the SmoothPark Website to open an Account. You agree that your Account profile shall contain your valid registration information, including, without limitation, your contact information. Once you have opened an Account, we will create an Account profile for you. You may change your Account profile at any time by accessing your Account. You may not impersonate or misrepresent your identity to us. It is your responsibility to review and revise your Account profile so that it is accurate and current at all times. You further agree to comply with all laws which may be applicable to your registration with us. You accept that you are solely responsible for the use of your Account.

### A3. **USE OF LOGIN AND PASSWORD**

- A3.1. During the process of opening an Account you will either be given a Password or can choose a Password which activates the Account. You will provide us with your email address which will provide your login to the Account. The login and Password are provided for your use and protection. You agree:

3.1.1. To use the login and Password as instructed or authorised by these terms and conditions;

3.1.2. Not to disclose the Password or otherwise make it available to anyone else; and

3.1.3. To promptly notify us of any loss, unauthorised use or theft of your login or Password.

If you permit someone else to use the Account, you will be responsible for any Transactions initiated by such person.

### A4. **SUSPENSION OR CLOSURE OF ACCOUNT**

- A4.1. We may at our discretion suspend or close your Account and terminate the Agreement to use the SmoothPark Service at any time provided that this will not affect any services you have already paid for. This will not affect any of your rights or any of our obligations that are in existence at the time of suspension or termination. On suspension or termination, you will remain liable for any amounts owed to us and any accrued interest or costs.
- A4.2. You may terminate the Agreement at any time by cancelling your Account on the SmoothPark. Your cancelling of the Account will not affect any of our rights or your obligations arising under the Agreement prior to termination. Termination of the Agreement to use the SmoothPark Service, howsoever arising shall not affect your accrued rights or our accrued obligations at the time of termination.

### A5. **DISCLAIMER**

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- A5.1. The SmoothPark Service is only available in selected Parking Areas and may not be always available. While we will endeavour to provide the best possible service, there are limitations to cellular and payment technologies which may cause interruptions in service.
- A5.2. Technical problems (e.g., failures or interruptions) may prevent the SmoothPark Service being provided. We will take reasonable steps to overcome any failure, interruption, fault, deficiency, or the like. If, despite taking reasonable measures (for example reasonable security measures set out in the Privacy Policy), the information, and/or communication technology (or SmoothPark Website) is infected by viruses or other harmful components, we will not be liable.
- A5.3. We accept no liability to complete any Transaction which cannot be cleared by our payment processor, whether because there are insufficient funds available on your card or otherwise.
- A5.4. Emails may not be delivered to you if your mobile phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of your network may interfere with message delivery, including problems with your handset, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received, and that we do not guarantee that alerts will be delivered.

### **A6. LIMITATIONS ON LIABILITY**

- A6.1. Nothing in these Terms limits or excludes our liability for:
- 6.1.1. death or personal injury caused by our negligence, or the negligence of any person for whom we are vicariously liable;
  - 6.1.2. fraud;
  - 6.1.3. fraudulent misrepresentation; or
  - 6.1.4. any liability that we are not permitted to limit or exclude by law.
- A6.2. Subject to clause A6.1, 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:
- 6.2.1. loss of profit;
  - 6.2.2. loss of revenue;
  - 6.2.3. loss of business;
  - 6.2.4. business interruption;
  - 6.2.5. wasted expenditure;
  - 6.2.6. loss of anticipated savings;

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6.2.7. loss of or damage to goodwill;

6.2.8. loss of contracts;

6.2.9. loss of business opportunity; or

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

A6.3. 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.

A6.4. If we are in breach of contract or if any other liability is arising, then subject to the provisions of clause then subject to clauses A6.1, A6.2 and A6.3, our aggregate liability shall be limited, for any one event or series of connected events in a twelve month period, to £250.00 (two hundred and fifty pounds).

### **A7. LIABILITY FOR AUTHORISED AND UNAUTHORISED USE OF THE ACCOUNT**

A7.1. You are responsible for all authorised uses of your Account.

A7.2. If you believe that your Account has been used by an unauthorised person or in an unauthorised manner e.g. your mobile phone or credit/debit card has been lost or stolen, then you must inform us at once or as soon as is reasonably possible so we can take action to close or suspend your Account and minimise your losses. Failure to notify us of such unauthorised use will result in you continuing to be liable for previous and future unauthorised use of the Account.

A7.3. If you believe that someone has transferred or improperly charged the Account without your permission, you should contact Customer Services immediately. Notwithstanding the foregoing, if a credit card is registered to your Account and you have reported it lost to the credit card issuer applicable law may protect you from liability for unauthorised purchases.

A7.4. If your payment card has been reported lost or stolen, we may close or suspend your Account to reduce the risk of fraud.

### **A8. DISPUTE RESOLUTION**

A8.1. In case of disputes in relation to payment, you should contact us as soon as possible and, in any event, within 30 days of the Transaction in question. You must provide us with the following information:

8.1.1. your name and email address used for the Account;

8.1.2. a description of the error or the Transaction you are unsure about and an explanation as clearly as possible of why you believe it is an error or why you need more information;

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8.1.3. So far as is ascertainable the monetary amount of the suspected error and/or other details of the dispute or issue.

We will endeavour to tell you the results of our investigation into your complaint/dispute within 10 Business Days after we hear from you or, otherwise as soon as reasonably possible and will endeavour to promptly correct any error. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question.

### **A9. COLLECTION, USE AND DISCLOSURE OF INFORMATION**

A9.1. Please see our Privacy Policy.

### **A10. CREDIT OR INFORMATION ENQUIRIES**

A10.1. You authorise us to make such credit and investigative inquiries, as are permitted by applicable law, our Privacy Policy and as we deem appropriate in connection with the issuance and use of the Account. We can, subject to applicable laws and our Privacy Policy, furnish information concerning the Account or credit file to consumer reporting agencies and others who may properly receive that information.

### **A11. USE OF MOBILE PHONES**

A11.1. Your use of a mobile phone or any other device while driving can be dangerous and is, subject to certain conditions, illegal and we strongly advise you not to use the services while operating a vehicle. You agree to indemnify and hold us harmless from any or all liability whatsoever for any harm, loss or injury related to illegal use of the service or the Account while operating any kind of vehicle.

A11.2. You agree to abide by all applicable legislation in relation to your Account and all the terms of the Agreement.

### **A12. LICENCE AND WEBSITE ACCESS**

A12.1. Solely for use in connection with the SmoothPark Service, we grant you a limited license to access and make personal use of the SmoothPark Website and the SmoothPark Service. This license does not include any resale or commercial use of the SmoothPark Service; any collection and use of any information, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of Account information for the benefit of others; or any use of data mining, robots, or similar data gathering and extraction tools. All materials and information related to us may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. Any unauthorised use of the service terminates the permission or license granted by us. You may not use any our logo or other proprietary graphic or trademark without our express written permission. The Account always remains the property of us.

A12.2. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

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### A13. **AMENDING THESE TERMS AND CONDITIONS**

- A13.1. We may make changes/additions to the Agreement at any time. If we are making changes which will materially affect your use of the service(s), we will give at least 10 days' prior notice by posting a notification on the SmoothPark Website and / or Website. We may also notify you that we are making changes via email. We will assume that you accept our changes if you continue to use the service(s) after such changes have been made. Please note, if we need to make changes for security/legal/regulatory purposes, we can make such changes without prior notice.
- A13.2. If you do not wish to accept the changes we have proposed, please stop using the services immediately and cancel your Account in accordance with clause A4.2.

### A14. **TRADEMARKS**

- A14.1. Unless expressly agreed otherwise we do not grant or transfer to you or any other person any intellectual property rights in our logos or other proprietary graphic or trademarks owned. The "Leeds Bradford Airport" mark, "SmoothPark" mark and other marks indicated on our site as being our marks are our property. Other "Leeds Bradford Airport", "SmoothPark" and other graphics, logos, page headers, button icons, scripts, and service names are our property. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers or consumers or in any manner that disparages or discredits us. All other trademarks not owned by us or our subsidiaries that appear on the SmoothPark Website and the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us or its subsidiaries.

### A15. **GENERAL**

- A15.1. **Assignment:** We may assign, sub-contract or otherwise transfer our rights under the Agreement to any of its subsidiaries or affiliates at any time without your prior consent. The Account and your obligations under this Agreement may not be assigned. We may by prior written notice transfer our rights under this Agreement at any time.
- A15.2. **Force Majeure:** We will not be liable for any non-performance of our obligations under these Terms as a result of events beyond our reasonable control (including amongst other things, acts of God, war, riot, and/or other civil commotion).
- A15.3. **Duration:** The duration of the contract will be indefinite provided that the parties may cancel the contract as set out in these Terms.
- A15.4. **Maintenance of Records:** A copy of your contract will be filed by us for a period of 5 years from the date on which your Account was opened and will be accessible on written request.
- A15.5. **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 A15.1, and is signed by one of our directors.

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- A15.6. **Amendments:** No amendment or variation of these Terms is valid unless it has been published by us on our SmoothPark Website and / or the Website, or has been agreed in writing, identifies itself as a variation under this clause A15.6, and is signed by one of our directors.
- A15.7. **Survival:** If any part of these Terms is or becomes invalid or unenforceable, that part shall be deemed deleted.
- A15.8. **Transfers:** You cannot transfer your rights or obligations under these Terms to another person.
- A15.9. **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. You agree to be subject to all applicable laws, regulations and to rules and customs of any payment processor, clearinghouse or other association involved in Transactions.
- A15.10. **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.

### **SECTION B: SMOOTHPARK SERVICES AUTOMATED PAYMENT TERMS**

By enabling automated payment for the SmoothPark Service for any vehicle on your Account, you are agreeing to be bound by the following terms and conditions ("SmoothPark Automated Payment Terms and Conditions") which apply to use of the SmoothPark Automated Payment Services (as defined below). The SmoothPark Automated Payment Terms and Conditions are in addition to the SmoothPark Service General Terms which apply to your Account ("General Terms"). The General Terms shall apply also to the SmoothPark Automated Payment Services, unless in the event of conflict, where the SmoothPark Automated Payment Terms and Conditions shall prevail.

The following additional definitions will apply to the SmoothPark Automated Payment Service:

**"ANPR System"** means Automatic Number Plate Recognition System operated by the relevant SmoothPark Automated Payment Service Location;

**"SmoothPark Automated Payment Service"** means the service operated by us allowing you to pay the relevant parking charge applicable calculated by the ANPR System pursuant to the relevant terms and conditions.

**"SmoothPark Location"** means specific locations in which the SmoothPark Automated Payment Service operates;

#### **B1. Account**

- B1.1. You must have an Account in order to use the SmoothPark Automated Payment Service.
- B1.2. Once you have successfully opened an Account, you can use the Account to pay automatically for parking charges at any SmoothPark Location using an ANPR System. You must ensure each vehicle registration number must be registered in for the SmoothPark Automated Payment Service before entering a car park.
- B1.3. By enabling the SmoothPark Automated Payment Service function for a particular vehicle, you are agreeing to pay for all parking charges incurred by that vehicle on the payment card registered to your Account.



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- B1.4. You may register one or more vehicles for the SmoothPark Automated Payment Service on your Account, however a single vehicle cannot be registered to more than one Account.

### **B2. Pricing and Payment**

- B2.1. Payments shall be made in Pounds Sterling.
- B2.2. Each time your licence plate is detected by the ANPR System at a SmoothPark Location, it will register the vehicle entry and exit times and the relevant and current parking charge, including applicable taxes (and if applicable, service charge) will be charged to the payment card registered to the Account. You authorise us to charge the payment card registered on your Account for such amounts each time you use an SmoothPark Location.
- B2.3. You are solely responsible for ensuring that you are aware of the relevant and current parking charges enforced by us at any given time.
- B2.4. A chargeback fee may be applied if an attempt to charge Your Account is rejected for insufficient funds, cancellation of your payment card or otherwise.

### **B3. Verification of Transactions**

- B3.1. We will send a confirmation message to your email address only if we successfully process a transaction for your vehicle following use of an SmoothPark Location. It is your responsibility to check this. If you do not receive this message, you should contact Customer Care to confirm whether your SmoothPark Automated Payment Service transaction has been successfully processed.
- B3.2. Details of your transactions will be available in real time on your online statement for viewing and printing on our SmoothPark Website. You agree that we may provide a periodic statement and any other notices hereunder electronically via the SmoothPark Website. Statements provided electronically will describe each transaction using the Account during the statement period. You may review transactions for the preceding year online at any time. In the event that you elect to revoke consent to receive statements electronically, we reserve the right to terminate the Account.

### **B4. Failure to Complete Transactions**

- B4.1. We accept no liability to complete any transaction which cannot be cleared by our payment processor, whether because there are insufficient funds on your payment card or otherwise.
- B4.2. We shall not be liable to you for any failure to accept or honour the Account.
- B4.3. In the event there are insufficient funds to complete a transaction, we reserve the right to suspend or terminate your Account in accordance with clause A4.1 until the transaction has been paid for by you. For the avoidance of doubt, in the event your Account is suspended or terminated for this reason, you will remain liable for any amounts owed to us and any accrued interest or costs.

### **B5. Credits**

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B5.1. We will make every attempt to deliver a high level of service at all times. If you think there has been a billing or accounting error, please contact Customer Care.

### **B6. Loss, Theft or Unauthorised Use**

B6.1. You are responsible for all authorised use(s) of your Account. Applicable law may protect you from liability for unauthorised transactions. You understand that your Account is not a credit account and is not protected by laws covering credit accounts. Please see the General Terms for more details.

### **B7. Notice Containing Information About Your Right to Dispute Errors**

B7.1. In case of errors or questions about electronic transactions on the Account, please contact Customer Care as soon as you can, and in any event within 30 days of the transaction being made available for you to view within an online statement.

B7.2. You should include:

- (a) Your name, user name, registered vehicle details and email address used for the Account.
- (b) Description of the error or the transaction you are unsure about and explanation as clearly as possible of why you believe it is an error or why you need more information.
- (c) The amount in local currency of the suspected error.

B7.3. If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days.

B7.4. Generally, we will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your payment card within 10 business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. Because we ask you to put your complaint or question in writing, if we do not receive written confirmation of your verbal notice within 10 business days, we will not re-credit your payment card.

B7.5. If we decide there was no error, we will send you a written explanation within three business days, after we finish our investigation. You may ask for copies of documents that we used in our investigation.

**B7.6. The SmoothPark Automated Payment Service is of a payment nature and are provided at the point which you agree to submit payment. As such, our services do not fall under the scope of the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013. Please be aware the nature of the services is such that you are committing to the transaction when you send your payment authorisation**