

## Standard Terms and Conditions

*Please be rest assured your vehicle will be kept at our Gatwick parking facility at all times whilst your car is in our care. Our primary aim is to provide our customers with a friendly, prompt and reliable service.*

### 1. Contract definitions of Parties:

1.1. gatwickparkandfly.com being "us, our, we" namely, Flyparks Ltd trading as gatwickparkandfly.com, Kiln Heath Farm Business Centre, Antlands Lane, Shipley Bridge, Nr Horley, Surrey RH6 9TF (company no.6526315).

1.2. "You, your" being the client whose name is on the booking confirmation.

1.3. Our standard terms and conditions should be read in conjunction with our privacy policy and cookie policy which can be viewed on our website, by contacting us at [info@gatwickparkandfly.com](mailto:info@gatwickparkandfly.com) or writing to us at the above address.

### 2. Definitions

2.1. "LGW Airport" London Gatwick Airport.

2.2. "park and ride service" The service whereby you travel to our Gatwick parking facility and you are taken by vehicle to LGW.

2.3. "booking confirmation" the reference code confirming your booking with us.

2.4. "parking facility" our Gatwick off-airport parking facility as named on your booking.

2.5. "vehicle" The vehicle details as they appear on your booking.

2.6. "parking period" The duration of time (inclusive) your vehicle is on our parking premises as shown on your booking.

2.7. "minibus" The vehicle used to transfer the customer "you" to and from Gatwick Airport.

2.8.a. "parties" each of you and us.

    b. "party" each one of you.

2.9. "passengers" all persons travelling including adults, children and babies.

2.10.1. "personal property" any item belonging to you or any member of your party.

### 3. Booking with gatwickparkandfly.com

3.1. Any offers, promotions, discounts or vouchers made to you or your agent through our website, email or call centre constitutes an offer and no contract shall exist until we have confirmed your booking by providing you with a booking reference by email or if you prefer by post. For the avoidance of doubt, a contract does not exist until you receive an email with a booking reference from us confirming your booking.

3.2. Any quotations made to you or your agent whether verbally or in writing through our website, email or call centre constitutes only as a quotation and no contract shall exist until we have confirmed your booking by providing you with a booking reference by email or if you prefer by post. For the avoidance of doubt, a contract does not exist until you receive an email with a booking reference from us confirming your booking.

3.3. To enable us to fulfil our service to you, we require specific and detailed information which must be true and accurate. Therefore, it is you or your agent's responsibility to ensure that at all times we have all the correct and up to date information we have requested together with any further additional information we should be aware of. If at any time the information you have provided to us is incorrect or you need to amend the information you have supplied to us you must inform us immediately in writing to [info@gatwickparkandfly.com](mailto:info@gatwickparkandfly.com) providing your booking number as your reference.

3.4. We cannot be held responsible or liable whatsoever for information which has been incorrectly provided to us or has been withheld. For the avoidance of doubt, we will always, where practical, correspond in writing to you or your agent to make your booking whether through email or if you prefer, through the use of the postal service.

3.5. Any quotations, offers or promotions whether displayed on our website, received verbally or in writing to you or your agent through our website, email or call centre have been made on the following conditions applying to your booking, unless agreed otherwise in writing by us.

3.5.1. All quotations and offers etc advertised on our website only apply to the parking on the advertised dates and are subject to availability at the time you confirm your booking.

3.5.2. On any quotations, offers or promotions we reserve the right to charge a higher rate for customers wishing to arrive or depart our parking facility between the hours of 00.00am to 05.30am and all Bank Holidays. This higher rate will be incorporated within any written quotation provided prior to booking.

3.5.3. All quotations and offers etc. apply to the parking of one vehicle only with the size of the vehicle meeting the requirements set out in clause 3.15.1 of this document.

3.5.4. All quotations and offers etc. apply to no more than seven passengers travelling (including vehicle driver) requiring transfers to and from Gatwick to our parking facility.

3.5.5. Unless agreed otherwise in writing, all quotations etc. are only valid for 7 days from the date when the quotation was made whether verbally or in writing.

3.5.6. All our standard terms and conditions apply.

3.5.7. When placing a booking with us it is your responsibility to ensure that you arrive at our parking facility in good time, we recommend you arrive at least one hour before your scheduled check-in time at Gatwick.

3.5.8. The parking period begins on the date and time you have provided in your booking details and runs up until 23.59pm on your specified return date to our parking facility. If you return the day after your parking period has ended, we reserve the right to charge for any additional days thereafter at £10.00 per day.

3.6. Cleared payment for your booking must be received in full within seven days of receipt of your booking confirmation and reference. For customers receiving a booking confirmation at short notice (less than seven days) cleared payment must be received in full no later than 24 hours before your parking period begins unless agreed otherwise in writing by us. We reserve the right to cancel any booking that does not comply with our payment terms.

3.7. It is the parents/guardian's responsibility to ensure all children (minors) are fully supervised at all times and fully adhere to these said terms and conditions within this document.

3.8. We reserve the right not to accept your booking.

3.9. It is your responsibility or your agents to ensure all your details are correct before you confirm your booking and once you receive email confirmation from us. We cannot be held responsible or liable in anyway if you or your agent does not provide the correct information or inform us of any amendments required.

3.10.1. In the event you need to amend your booking with us please email [info@gatwickparkandfly.com](mailto:info@gatwickparkandfly.com) providing your booking reference and details of your required changes. If you do amend your booking and the fee for our services increases or decreases you will either have to pay the difference or you will receive a partial refund. Depending on the changes required we reserve the right to charge an administration fee of a minimum of £15.00.

3.11.1. In the event you need to cancel your booking with us please email at [info@gatwickparkandfly.com](mailto:info@gatwickparkandfly.com) providing your booking reference and address details as soon as possible.

3.12.1. We cannot be held responsible or liable whatsoever to circumstances beyond our control namely, but not limited to, airport closures, security alerts, delayed flights, traffic congestion, road closures, road accidents, minibus breakdown, severe/adverse weather conditions, luggage delays, riots, flooding, airport staff strikes and immigration delays.

3.13.1. We are unable to accept excessive amounts of luggage or large irregular items such as surf boards or any other luggage of similar size. It is your responsibility to ensure luggage can be transported by us at the time you place your booking. As a guide the maximum total size (length+width+height) must be under 275cm per person. We reserve the right to cancel our service to you at short notice if your luggage is overly excessive and oversized with no refund being available. If you are in any doubt, please email [info@gatwickparkandfly.com](mailto:info@gatwickparkandfly.com) before making your booking.

3.14.1. If your vehicle has been specially adapted for driving or has a left-hand drive, please contact us at [info@gatwickparkandfly.com](mailto:info@gatwickparkandfly.com) before making your booking.

3.15.1. By booking with us you confirm that your vehicle would fit into a standard parking bay which is 4.8m length by 2.4m wide. In the event the vehicle does not conform to these dimensions we reserve the right to charge an excess vehicle charge. For the avoidance of doubt this includes any long wheelbase vehicles.

3.16.1. Whilst map and directions to our parking facility are usually provided by way of assistance to you, we cannot in any circumstances be held liable for any loss you might suffer should you get lost and miss your flight.

#### **4. Cancelling or amending your booking**

4.1. You will be offered a refund if you need to cancel your booking (including not accepting our terms and conditions) if we receive by email or post your intention to cancel no later than 24 hours before your pre-booked arrival time at our parking facility as displayed on your confirmation booking.

4.2. In the event you contact us less than 24 hours before your stated parking period starts to cancel your booking, we reserve the right to charge the full cost of parking as pre-booked.

4.3. It is your responsibility to ensure that you arrive at our parking facility at your specified date and time (as per your booking confirmation). If you do not arrive at our parking facility at the stated date and time, as booked, we cannot guarantee that we will be able to fulfil our service to you. We therefore cannot accept any responsibility or liability whatsoever if you do not arrive at our parking facility on time.

4.4 If you simply do not turn up at our parking facility within three hours of your booked arrival time, we reserve the right to cancel your booking and no refund will be due. We therefore cannot accept any responsibility or liability whatsoever if you do not arrive within three hours of your booked arrival time at our parking facility.

4.5. In the event you wish to shorten the length of your pre-booked service with us and the service has already commenced, we reserve the right to charge for the full pre-booked period and therefore no refund will be due.

4.6. In the event you or a member of your party wishes to collect or reclaim your vehicle from our parking facility before the pre-booked return date and time you must provide us with at least two hours' notice to arrange for you to be picked up and for you to collect your car.

## **5. Prices, Payments and Charges**

5.1. All payments made to Flyparks Ltd trading as gatwickparkandfly.com must be made in pounds sterling. All prices quoted by us include all taxes.

5.2. Our prices may vary from time to time and whilst every effort will be made not to change prices during a period when they have been expressed to be valid, we reserve the right to change prices whether or not it gives notice of its intention to do so.

5.3. The total amount payable will be displayed on our quotation which will be emailed to you. It is only when you have confirmed the booking details are correct (as shown in our quotation) and agreed to these said terms and conditions that we will issue a booking reference confirming your booking with us. For the avoidance of doubt, a contract does not exist between the parties (you and us) until you receive an email with a booking reference from us confirming your booking.

5.4. There are three ways we accept payment for your booking;

1. By contacting us by telephone on 01293 783784 and using an approved debit/credit card.

2. PayPal link provided in our email correspondence to you.

3. By bank transfer (BACS) our bank details will be provided in email correspondence sent to you.

5.5. If you make your booking by telephone, it is your responsibility to ensure all card payment and booking details are correct. If for any reason your payment method for our services is cancelled whilst your car is in our parking facility, we reserve the right to retain possession of the vehicle until all due charges have been paid in full.

5.6. If there are any extra charges due, they must be paid in full before you leave our parking facility.

5.7. In the event you do not return at your pre-booked parking date and time we reserve the right to charge £10.00 a day parking charge with the parking period beginning at 1 minute past midnight on the day prior to the first day of the parking period. You must pay any extra charges due before you leave our parking facility.

5.8. If upon your arrival to our Gatwick parking facility your vehicle does not fit within our standard parking bays, as specified in clause 3.15.1. we reserve the right to charge an extra fee. For the avoidance of doubt, long wheelbase vehicles, motorhomes and any other vehicles exceeding the requirements specified in clause 3.15.1 will be charged double the parking rate.

5.9 In instances where we are required to provide extra services and resources or involved in additional paperwork, we reserve the right to charge a £15.00 administration charge and £30.00 charge per email/letter to cover our costs.

5.10.1. If you do cancel within the permitted time i.e., at least 24 hours before your designated arrival time at our parking facility, you will be refunded all charges that you have paid to us, excluding any chargeable services and any applicable payment card or PayPal surcharges.

5.11.1. It is your responsibility to collect your vehicle within two months of the end of the booked parking period. If you do not collect your vehicle from our parking facility within two months, we reserve the right to sell your vehicle and deduct all of our charges and costs from the proceeds of sale being any cost of sale and parking charges inter alia. Any balance of the proceeds of the sale will be held by us on behalf of the owner until the owner comes forward and provides satisfactory proof of identity and ownership. In the first instance we will make reasonable endeavours to identify and contact the owner and provide 21 days minimum written notice of our intention to sell the vehicle at auction.

## **6. Journeys to and from LGW Airport (our transport)**

6.1. As displayed on our website and other promotional material the wording our site is just 7-11 minutes to LGW Airport is subject to a journey under free/flowing traffic conditions. In providing our service we cannot be held responsible or liable whatsoever for circumstances beyond our control namely, but not limited to, airport closures, security alerts, delayed flights, traffic congestion, road works, road closures, road accidents, minibus breakdown, severe/adverse weather conditions, luggage delays, riots, flooding, airport staff strikes and immigration delays.

6.2. Unfortunately, we are unable to accept excessive amounts of luggage, large irregular items of luggage such as surf boards or any other luggage of similar size and luggage weighing over 23 kilograms per item. Our staff/drivers will only handle luggage up to a maximum weight of 23 kilograms per item if so required. It is your responsibility to ensure luggage can be transported by us at the time of making your booking. If you are in any doubt, please email [info@gatwickparkandfly.com](mailto:info@gatwickparkandfly.com) before making your booking.

6.3. It is your responsibility to ensure that all of your luggage has been loaded into the minibus (our drivers/staff will only handle luggage up to a maximum weight of 23 kilograms per item) and the aforesaid luggage is marked in such a manner that it is easily identifiable to you. Therefore, we cannot be held liable for loss or damage or for another customer identifying your luggage as their own, or if you simply leave it behind.

6.4. Please check and ensure you do not leave any items in the minibus or in your vehicle as it is your responsibility to ensure your property is kept with you at all times. We cannot therefore be responsible for any loss or theft of items left in the minibus or your vehicle.

6.5. All our vehicles have various automated as well as manual operating moving parts i.e., sliding doors, large rear boot door, folding seats, etc. It is therefore your responsibility to ensure that you and all passengers in your party including children observe all the safety signs displayed on or in the vehicle and to further ensure fingers are kept well away from any moving parts.

6.6 It is your responsibility to ensure that you and all members of your party are aware of the height restriction of the ceiling of the minibuses when entering and exiting the vehicles, together with the height restriction in the opening of the boot door as well as when fully open.

6.7. Our drivers are responsible for the safety of the vehicle. All passengers must listen to the driver's instructions whilst in and around the transfer minibus and at the terminal drop off and collection points. Failure for you to listen and follow health and safety instructions may mean you are refused entry to the minibus.

6.8.1. It is the parents/guardian's responsibility to ensure all children (minors) are fully supervised at all times and fully adhere to these said terms and conditions contained within this document.

6.8.2. All passengers must wear seat belts/car seats unless a customer can provide a suitable medical certificate exempting them from wearing one.

6.8.3. Please do not attempt to board the minibus unless you have a seat.

6.8.4. No food or drink to be consumed on our transfer minibuses.

6.8.5. Any child under 8 years old must be seated with an adult.

6.8.6. It is a legal requirement that all children under 12 years old or under 135cm in height must be seated in a suitable car seat. It is the responsibility of the customer (you) to inform us at the time of placing your booking with us that a child in your party will require a car seat.

6.8.7. It is your responsibility to ensure that only the driver opens the boot of the minibus and for health and safety reasons you need to ensure that all members of your party allow sufficient space and stand clear for the driver to do so. This is due to the size and opening radius of the boot door, as well as any stray or lose luggage/items that may have moved during transit and could potentially fall from the vehicle.

6.8.8. Any passengers, who in the opinion of our drivers breach our code of conduct i.e., being disruptive, abusive, violent, (unsupervised children) or appears to be under the influence of alcohol/drugs etc. and is a potential danger to fellow passengers or to the driver, shall upon the discretion and authority of the driver be refused permission to enter our minibuses or be removed from the said vehicle. You, our client, fully indemnify us for any such arising costs from such action.

6.8.9. We will not be liable or responsible in any way for any transport delays between our parking facility and Gatwick Airport caused by, but not limited to, traffic congestion, severe/adverse weather conditions, road closures, road accidents, minibus breakdown, illness or any other cause beyond our control.

6.8.10. On your return to LGW Airport please collect your baggage and proceed through customs. When you are through customs, please contact us on the number provided and wait at the designated collection point. Upon calling us it is your responsibility to be at the collection point at the designated time. You indemnify us for any loss or expense or indirect loss i.e., fuel, loss of wages, Gatwick Airport charges, etc. if you fail to be at the appropriate collection point at the time given.

6.9. We provide our own transfer vehicles to enable you to be transferred to and from our parking facility to Gatwick Airport. To enable us to continually provide a high level of service we may need to employ the services of an approved company to assist us when, but not limited to, it is our busiest times of the year, a road accident has occurred, minibus breakdown or staff shortages/illness. Please be advised we will inform you immediately upon your arrival to our car park or when you return back to Gatwick Airport of any anticipated changes to our service.

## **7. Exclusions and limits of our responsibility**

7.1. It is your responsibility to collect your vehicle within two months of the end of the booked parking period. If you do not collect your vehicle within two months, we reserve the right to sell your vehicle and deduct all of our charges and costs from the proceeds of sale being any cost of sale and parking charges *inter alia*.

7.2. We cannot be held legally responsible for the following whilst your vehicle is left at our parking facility;

7.2.1. For any loss or damage to personal property left in your vehicle or in the minibus.

7.2.2. Loss or damage covered by your own insurance.

7.2.3. Mechanical or electrical failure of your vehicle which includes and not limited to, flat batteries, self-locking, key fobs, empty fuel tank, driver error, pollution, alarms and immobilisers and the consequences of these actions on any other parked vehicles within our parking facility.

7.2.4 For manufacturer's defects including, but not limited to, vehicles prone to catching fire or vehicles not parked or serviced in line with manufacturers guidelines and the consequences of these actions on any other parked vehicles within our parking facility.

7.2.5. Acts of nature including bird droppings, dust, pollen, rain, natural disasters, causes and events (including pollution, snow, hail, flooding, high winds, hot or cold weather conditions).

7.2.6. Terrorism, criminal activity and damage by vandals or unsupervised children.

7.2.7. For any scratches, dents, marks or chips on your vehicle together with any damaged wheels, tyres or punctured tyres that cannot be seen and noted due to time of day, weather conditions or where the vehicle is in an unclean state.

7.2.8. Loss of keys including key fobs.

7.2.9. Damage to windscreens and other glazed areas on your vehicle.

7.2.10. Indirectly be liable for any of the above and any indirect loss as a result to damage or loss to the vehicle, such as loss of earnings etc.

7.2.11. Delay in you receiving your vehicle if applicable.

7.3. If we identify a problem with your vehicle whilst your vehicle is in our parking facility, we will attempt to contact you on the number provided at the time you placed your booking with us. It is your responsibility to ensure your vehicle is in a legal and roadworthy condition prior to your arrival at our parking facility. We cannot take any responsibility or liability whatsoever if your vehicle catches fire, explodes or tyres deflate and as result other vehicles parked in our parking facility are damaged.

## **8. Your responsibilities**

8.1. You shall be liable for and indemnify us in respect to any death, personal injury or damage caused by you or any person with you whilst on our premises or in any way from a breach specified in our terms and conditions.

8.2. It is your responsibility to ensure that throughout the duration your vehicle is parked at our parking facility that the following apply;

8.2.1. The vehicle is legally roadworthy.

8.2.2. The vehicle has a valid MOT certificate (if applicable).

8.2.3. The vehicle has a valid Vehicle Excise Duty (VED) (if applicable).

8.2.4. Vehicle alarms and immobilisers are off to ensure vehicle battery is not drained.

8.2.5. The vehicle is fully secured, and no belongings or valuables are left inside. In the case of convertible vehicles please ensure that your hood is up and secure.

8.2.6. No physical security devices such as crook locks are fitted.

8.2.7. No dangerous toxins (including chemicals) or illegal substances are to be left within the vehicle.

8.2.8. Electric cars must have sufficient charge to allow you to exit our parking facility safely on your return.

8.2.9. All lights and electrical equipment are switched off.

8.3. It is your responsibility to inform us before you leave your vehicle with us of any fault, defect or modifications to your vehicle as well as any vehicle immobiliser and security features whether manual or automatic.

8.3.1. Upon your arrival to our parking facility, you must leave all of the vehicle keys with us, (please remove any other keys, i.e. house keys etc) failure to do so may mean we will have to move the vehicle in any way we can and any damage caused will not be our responsibility you therefore indemnify us from any liability or damage caused when in an emergency we need to move your vehicle.

8.3.2. In the event your vehicle will not start we will upon your request and risk try to start the car through a jump pack. If the vehicle still does not start it is your responsibility at your cost to contact a breakdown service and for you to remove your car safely from our parking facility.

8.3.3. Towing of your vehicle into our parking facility or upon your exit is not permitted under any circumstances. You must also not carry out any work or clean the vehicle whilst the vehicle is in our parking facility.

8.3.4. We reserve the right to charge additional costs (as per clauses 5.7 to 5.10.1.) if your vehicle has not been moved from our parking facility within 12 hours of the date and time of your booking period expiring unless agreed in writing with us otherwise.

8.3.5. At the time of collecting your vehicle you must provide to us your booking reference and proof of original payment. If the booking reference is lost, we reserve the right to request proof of ownership/identity.

8.3.6. We will not release any vehicle to a third party unless we are provided with amongst other requirements I.D. (for both parties) a dated and signed written authority from you the customer to do so.

8.3.7. Our premises and vehicles are all smoke free zones so please ensure you or a member of your party do not smoke in the parking facility or in our minibuses.

8.3.8. Vehicle car parks and access roads are dangerous places in common with public roads. When you arrive, please contact reception straight away. It is your responsibility to ensure you and all members of your party do not wander about the parking facility and ensure children are fully supervised and under your control at all times.

8.4. Please ensure for your safety that all speed limit signs 5mph in access roads and security barrier signs and safety signs are fully observed at all times. In the interest of safety please do not attempt at any time to cross access roads beneath any barriers until the barrier is fully raised.

8.5. In the event you damage another customers vehicle please report the matter immediately to a duty manager giving him or her the registration numbers of both vehicles. If you cause damage to vehicles or property on our premises you are responsible and liable for all of the damage caused and loss suffered.

8.5.1. It is your responsibility to ensure you arrive at our parking facility in due time to catch any ongoing flights or travel arrangements you may have booked. This is solely your responsibility.

8.5.2. We will not accept legal responsibility for damage to the paintwork or bodywork of your vehicle unless you can prove beyond doubt that any damage was caused whilst your vehicle was parked in our parking facility. It is your responsibility to inspect your vehicle at the end of the parking period and report any damage, marks, scratches or chips to us inside and outside of your vehicle before leaving our parking facility. We will not consider any claims once vehicles have left our parking facility. In the event that it can be proven beyond all doubt to our satisfaction that damage has been caused to your vehicle whilst parked at our parking facility, any said liability will be limited to £250.00.

8.6. We will not be held liable if upon your arrival to our parking facility your vehicle is wet or in an unclean state, or if the light is poor or it is dark and as such, your vehicle cannot be fully photographed to ascertain certain damages which you then later try to claim.

8.7. Without your presence we reserve the right to take photographs or digital images (including video) when you enter, park your vehicle and leave our parking facility and if necessary, after damage is claimed. We will report any fraudulent claims to the police.

8.8. We do not accept any liability whatsoever for damage to vehicles or other property/persons arising from acts of nature at the car park's open-air surface operations. Please be aware that the car park surface consists of loose gravel we therefore cannot accept any liability whatsoever that may occur due to the surface conditions of our car park.

8.9. We will also not accept legal responsibility for loss of damage covered by your own insurance.

## **9. Further assistance**

9.1. If you believe you require special assistance, please inform us before making your booking. We will endeavour to meet your requirements.

9.2. No animals are allowed in the parking facility or on the transport minibus unless agreed by us in writing and the driver. In the case of guide dogs please inform us before booking so that we may ensure suitable provision is made available.

## **10. Complaints**

10.1. In the event you have a complaint please email us at [info@gatwickparkandfly.com](mailto:info@gatwickparkandfly.com) no later than 24 hours after you have left our parking facility. Upon receipt of your email, we will endeavour to respond back to you within 48hrs acknowledging your email. We will then investigate your complaint and provide you in writing our judgement within 28 days.

## **11. Variations**

11.1. The company director is the only person with the authority to vary the above terms and conditions and that must be in writing and be signed and dated. No other person has the authority to amend, vary or alter the said above terms and conditions. If you have any questions or queries concerning our standard terms and conditions, please contact us on 01293 783784 or email [info@gatwickparkandfly.com](mailto:info@gatwickparkandfly.com).