

## **NEWCASTLE PARK AND FLY LIMITED - STANDARD TERMS AND CONDITIONS OF CAR PARKING**

### **1. THE COMPANY'S LIABILITIES FOR LOSS OR DAMAGE TO PROPERTY**

The Company its servant and agents do not accept liability in respect of any loss or theft of or from or misdelivery of or temporary failure to deliver or damage to vehicles unless the same is proved to be caused by the negligence, wilful act or default or breach of statutory duty of the Company its servants or agents or the dishonesty of its servants or agents

### **2. THE COMPANY'S LIABILITIES FOR DEATH OR PERSONAL INJURY**

The Company its servants and agents do not accept liability in respect of the death of or personal injury sustained by customers and others in the car park unless the same is proved and to the extent that it is proved to be caused by the negligence, wilful default or breach of statutory duty of the Company its servants or agents.

### **3. COMPLAINTS PROCEDURE**

- 3.1 Should your vehicle suffer damage whilst in the Car Park or should you lose the vehicle or any of your possessions from the vehicle whilst it is in the Car Park you are required:
- 3.2 Immediately to inform a member of the car park staff of the occurrence and in cases of theft, immediately inform the Police and to notify your insurers promptly
- 3.3 Any vehicle claims cannot be considered unless they are reported prior to departure from the car park. Customers must provide written notice to the Company containing full details of the occurrence. Before submitting a claim to the Company customers must check condition 1 above and satisfy themselves that the subject matter of their claim falls within the Company's area of responsibility
- 3.4 Failure to comply with the above procedure may prejudice your position

### **4. SECURING YOUR VEHICLE**

- 4.1 The Airport is not responsible for any loss or damage whatsoever occurring to your vehicle or possessions within it resulting from your failure to do these things. The Airport and its subcontractors do not accept any valuables or other articles for safe custody.
- 4.2 Customers are asked to remember that a public car park is open to everyone. The Airport and its servants or agents reserve the right to refuse admittance to the Airport's Car Parks but cannot guarantee the security of your vehicle or its contents.
- 4.3 Unless requested by the Company or one of its employees or agents not to do so you must ensure that before you leave the car park
  - Your vehicle is securely locked
  - That all the windows of your vehicle are securely closed
  - You must drive carefully in the Car Park
  - If your vehicle is fitted with a steering lock or similar device that it is engaged
  - That no person or animal is left within your vehicle

- That possessions are placed in your locked boot and are not visible from the exterior of the vehicle

## **5. DAMAGE TO OTHER VEHICLES OR PROPERTY WITHIN THE CAR PARK**

- 5.1 Should you damage another vehicle or any property or structure within the Car Park you must report the matter immediately to a member of the car park staff, giving details regarding the registration numbers of affected vehicles, your full name and address and the name and address of your vehicles insurance company together with your policy number. You may be required to make good to the reasonable satisfaction of the Company any damage caused to the Car Park or to pay to the Company on demand the cost incurred by the Company in making good such damage
- 5.2 If the equipment in the car park is damaged by you, your vehicle or the passengers in the vehicle we will seek to recover the cost of that repair and associated administration costs from you.

## **6. SAFETY IN THE CAR PARK**

- 6.1 You must drive carefully in the Car Park
- 6.2 Children must not play in the Car Park and must not be left unaccompanied
- 6.3 You must beware of vehicles in motion
- 6.4 You must comply with all directions and signs from time to time posted by the Company in the Car Park and all instructions or requests given or made from time to time by any duly authorised employee or agent of the Company for regulating traffic and controlling the position of vehicles within the Car Park
- 6.5 You must ensure that animals are kept secured on a lead when outside a vehicle
- 6.6 You must adhere to the speed limits in place

## **7. TICKETS & PRE BOOKED VOUCHERS**

- 7.1 The entry ticket issued and any supporting pre paid voucher is valid only for the vehicle in respect of which it is issued. A ticket does not entitle the customer unless otherwise specified of any particular space in the Car Park or priority over other customers. All tickets are the property of the Company
- 7.2 The Company reserves the right to refuse to release any vehicle except on production of the parking ticket and any pre paid voucher until it has made such enquiries as it considers reasonable. Failure to produce your ticket any supporting pre paid voucher may delay your departure
- 7.3 Customers who cannot produce their parking ticket and any supporting pre paid voucher on departure will be charged the full daily tariff for each day or part thereof that the vehicle is left in the Car Park
- 7.4 Any changes or cancellations to pre booked parking must be communicated to the booking line with which the booking was originally made. Failure to notify the Company within 72 hours of the original arrival date will allow the Company to reserve the right to withhold all or part of the fee paid.

## **8. AGENCY**

Every person who enters into a contract with the Company for the parking of a vehicle at the Car Park, whether by purchasing a ticket or otherwise does so on behalf of himself and all other persons having any proprietary possessory or other financial or material interest in the vehicle and its contents.

## **9. MOVING AND RE-LOCATION OF VEHICLES**

- 9.1 The Company reserves the right to move the vehicle within the Car Park by driving or otherwise to such extent as the Company its servants or agents may in their discretion think necessary to avoid obstruction or for the more efficient arrangement of its parking facilities at the Car Park
- 9.2 The Company additionally reserves the right where the Car Park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency or otherwise to remove any vehicle at any time to any other location as the Company shall reasonably deem appropriate
- 9.3 Vehicles parked otherwise than in a designated parking space may be towed away without notice. You will be charged for recovery. Instructions for the recovery of impounded vehicles can be obtained from the on duty car park staff
- 9.4 To the extent that it may be necessary to do so in the exercise of rights conferred upon the Company under this Condition number 9, the Company its servants or agents shall have the right to drive or otherwise take the vehicle on the roads within Newcastle International Airport or the Public Highway
- 9.5 If requested to do so by the Company its servant or agents you must leave the ignition, boots, doors and alarm keys to your vehicle with a person authorised by the Company to hold such keys
- 9.6 The Company reserves the right to forcefully enter a vehicle in such manners as it deems necessary without being liable for damage caused to facilitate the exercise of the right conferred in clauses 9.2 and 9.3 hereof or to abate any nuisance caused by the vehicle

## **10. TARIFF**

Parking fees which the Company shall be entitled to levy shall be as displayed from time to time on the Tariff Board at the Car Park (subject to condition 7.3 herein) and can at the discretion of Newcastle Park and Fly Limited be altered at any time.

## **11. PROHIBITED ACTIVITIES**

- 11.1 No vehicle shall be towed into the Car Park or enter otherwise than under its own mechanical power and no work on or repairs or maintenance to or washing of or cleaning of vehicles by customers or their agents shall be done in the Car Park
- 11.2 No activity in connection with the selling, hiring or other disposal of the vehicle shall be carried out in the Car Park
- 11.3 No vehicle shall obstruct any access or circulation areas within the Car Park

- 11.4 No person shall do anything in the use of the Car Park which may be a nuisance or inconvenience to the Company or any other user of the Car Park
- 11.5 No person shall cause any unnecessary noise, vibration or exhaust fumes within the Car Park
- 11.6 No person shall do any act or thing which may render void or voidable any policy of insurance effected in respect of the Car Park
- 11.7 No person shall park otherwise than in the spaces or in the area designated for the use of the Customer from time to time by the Customer
- 11.8 No person shall park in a parking space designated as being reserved for another individual or company
- 11.9 No person shall deposit in the Car Park any rubbish, litter or refuse of any kind, other than in proper receptacles provided for the purposes. Nor shall any trolley unit be left in the Car Park other than in designated trolley bays.
- 11.10 No person shall pour or transfer petrol or other fuels into or out of the fuel tank of any vehicle
- 11.11 No person shall use the facilities of a camper van, including but not limited to the toilet, bathroom and kitchen
- 11.12 No person shall spend excessive time as we may determine in your vehicle in the car park. This includes sleeping in your vehicle.
- 11.13 No person shall carry out any business activity, including but not limited to connection with selling, hiring or other disposal of your vehicle

## **12. VEHICLE SIZE**

You are required to observe all reasonable restrictions as shall from time to time be made by the Company in respect of the height length or width of vehicles to be parked in or allowed access to the Car Park

## **13. DEFINITIONS**

- 13.1 "The Company" Newcastle Park and Fly Limited
- 13.2 "The Vehicle" shall mean the vehicle which is received into the Car Park and shall include any mechanical device on wheels or tracks, its equipment and accessories
- 13.3 "The Customer" shall mean a person who shall have entered into the contract within the Company for the parking of a vehicle at the Car Park or who is entitled to the use of a parking space and under the terms of a Lease or Agreement for Lease or who takes such entitlement thereunder.

## **14. VARIATIONS OF THE TERMS AND CONDITIONS**

No Person has any authority to vary or alter these Terms and Conditions unless such variation is in writing under the hand of the Company's Secretary or a Director of the Company

## **15. FORCE MAJEURE**

The Company does not accept liability for any cancellations, or otherwise caused by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disasters, fire, adverse weather conditions or technical problems to transport, closure or congestion of airports, cancellation or changes of schedules by airline and all similar events beyond its control. Further, the Company cannot accept responsibility where the performance or prompt performance of this contract with you is prevented or affected as a result of such circumstances beyond our or the customers control

### **NEWCASTLE PARK AND FLY LIMITED – TERMS AND CONDITIONS OF BOOKING**

1. References to 'NPFL' within these terms and conditions are references to Newcastle Park and Fly Limited. References to 'You' and 'Your' refer to customers who make bookings, and 'We' and 'Us' refer to NPFL.
2. NPFL is dedicated to providing customers with the best possible customer experience. If you need to contact us for any reason in relation to your booking, please call our customer contact centre on 0191 2144341 (open 9am to 5pm Monday to Friday) or send an email anytime to [pfcallcentre@newcastleairport-parking.co.uk](mailto:pfcallcentre@newcastleairport-parking.co.uk). NPFL welcomes all customer feedback for consideration in helping us to continuously improve our parking products and improve the overall customer experience.
3. These terms and conditions are governed by English law and apply from the point at which bookings have been placed by you through our websites or through our customer contact centre.
4. Payment for bookings can be made using Credit Card, Visa Debit, MasterCard, American Express, and Switch/Maestro. If your card is declined for whatever reason we reserve the right not to fulfil your booking. No other form of payment is accepted.
5. Prices are calculated per calendar day, based upon the entry and exit dates you provide when making your booking. All prices are quoted in UK Pounds Sterling including VAT.
6. Please note that we operate a dynamic pricing policy and rates vary according to both demand and availability. At peak times, rates may change more frequently. The current rate will always be displayed in the booking journey and be confirmed before you proceed to make any payment.
7. Your booking is only valid for your designated car park on the specified dates. Any additional car park charges incurred as a result of non-compliance with entry/exit instructions or use of a different car park will be payable upon exit of the car park and will not be refunded
8. If you fail to collect your vehicle on the booked return date and time, you will be responsible for all additional fees and charges which will be levied at the prevailing tariff for the relevant car park.
9. During the booking process, we aim to provide as much information about our products as possible. Please read the product information fully to ensure that you choose the most

suitable product then complete your booking information in full, including the correct registration details of your vehicle.

- 10.** Once you have booked, we will send a booking reference code and booking confirmation by email, which represents an agreement between you and us, for the services provided. Please read this thoroughly and bring it with you when you come to the airport. The confirmation provides directions and advice on the procedure for arrival at the car park and your return process. Please ensure that you arrive in sufficient time to enable parking your vehicle and reaching the airport terminal in line with airline check-in requirements.
- 11.** Bookings can be amended or cancelled up to 72 hours prior to your scheduled arrival time in the car park at no charge, using our website 'Manage my Booking' function, or alternatively by calling our Customer Service line (0191 2144341) or emailing [pfcallcentre@newcastleairport-parking.co.uk](mailto:pfcallcentre@newcastleairport-parking.co.uk). Please note that selected special offers or products may be non-amendable and non-refundable. Amendments to the booking period may incur an additional fee or partial refund to cover the new booking period. Any such fee or refund will be debited or credited at the time of processing.
- 12.** For cancellations within 72 hours of your scheduled arrival time there is a charge of £5.00. Cancellations after the start date of the booking period, arrivals at the car park after the start of the booking period, and departures from the car park before the end of the booking period, will be charged in full.
- 13.** No refund will be given for any days booked and left unused, if you make any other changes after your car park arrival date or if you do not use your booking.
- 14.** Car parks are priced per calendar day. If a customer returns beyond their booked return date, an overstay charge of £12.00 per day or part thereof would apply.
- 15.** When leaving your vehicle with NPFL, you warrant that at all times while in our custody it shall be in roadworthy condition suitable for driving legally on the public highway, has a valid MOT and vehicle excise duty, does not hold any dangerous toxic or illegal substances, and is properly insured in compliance with relevant UK legislation.
- 16.** If at the end of the parking period the vehicle will not start NPFL may move the vehicle to a suitable location or 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 the expense of the customer. 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 applied.
- 17.** Whilst the vehicle is left in our custody, NPFL does not allow customers to arrange with other persons or third parties to access the vehicle for the purposes of repairing, cleaning, servicing, or removing items from the vehicle or arranging removal of the vehicle from site for any reason. NPFL does not allow customers to use the facilities of vehicles fitted with toilets / bathroom facilities / cooking facilities (e.g. camper vans), and does not allow sleeping or spending excessive time in your vehicle whilst parked in our car parks.
- 18.** Should you damage another vehicle or any part of the car parking facility or property you must report this immediately to a member of our staff, providing full details of the incident along with contact and insurance policy details.

- 19.** Abandoned Vehicles will be disposed of in accordance with Airport Byelaws.
- 20.** NPFL does not accept liability for loss of or damage to vehicles arising from events beyond our control, including interior and exterior mechanical or electrical failure, self-locking, or damage by third parties.
- 21.** NPFL does not accept liability for failure to perform our obligations due to occurrence of events beyond our control, including but not limited to fire, adverse weather conditions, atmospheric pollution, war or terrorism, natural disaster, volcanic eruption / ash cloud, government regulations, closure or congestion of airports, or cancellation or changes to airline scheduled arrival / departure times.
- 22.** NPFL does not accept liability, other than for legal liability arising out of the negligence of the Company, for death or bodily injury to third parties, or loss or damage to third party property.
- 23.** Our Terms and Conditions of parking do not affect your Statutory Rights as a Consumer.
- 24.** In addition to clauses 1 to 23, the following clauses 24.1 to 24.5 are applicable specifically to Long Stay, Short Stay and Premium Fast Track products.

24.1 Customers should ensure arrival in the correct car park in sufficient time to complete the parking and transfer process and ensure arrival at airport check-in within the time limits specified by your airline. Under no circumstances will NPFL accept liability for a customer missing a flight.

24.2 Customers should allow sufficient time to:

- Adhere to site traffic rules and signage.
- Drive carefully and responsibly, and park your vehicle responsibly in allocated bays.
- Apply the vehicle handbrake and engage any steering lock.
- Remove all valuables from the vehicle.
- Lock the vehicle securely, fully close all windows, and apply any alarm or immobiliser.
- Co-ordinate the transfer of vehicle passengers and luggage between your vehicle / courtesy bus transfer (if applicable) / airport terminal and upon return, co-ordinate the transfer of vehicle passengers and luggage between the airport / courtesy bus transfer and vehicle.
- Properly supervise and accompany any children or animals at all times.

24.3 Vehicles are parked at the vehicle owner's risk. No liability is accepted for loss or damage unless it is proved to be caused by the negligence of the Company. Damage claims cannot be considered unless reported prior to departure from the car park. If your vehicle is damaged within or stolen from our Car Park or any of your possessions stolen, you must immediately inform a member of our staff.

24.4 Customers must not leave any person or animal within the vehicle.

24.5 Should you encounter any difficulties whilst in our car parks please visit our Customer Service Office located at the exit to the Long Stay car park, which is open 24hrs/day.

**25.** In addition to clauses 1 to 24, the following clauses 25.1 to 25.7 are applicable to Courtesy Parking Products (Park and Fly, Premium Meet and Greet, Bellair, Callerton).

25.1 Customers should ensure arrival in the correct car park in sufficient time to complete the parking and transfer process and ensure arrival at airport check-in within the time limits specified by your airline. Under no circumstances will NPFL accept liability for a customer missing a flight.

25.2 Customers should allow sufficient time to:

- Adhere to site traffic rules and park your vehicle responsibly in allocated bays.
- Remove all valuables from the vehicle, and not leave any person or animal within the vehicle.
- Complete the car park check in process including the customer participating in a joint inspection of the exterior of the vehicle only. Should the customer choose not to participate, the inspection will be undertaken by NPFL on behalf of the customer.
- Remove personal key fobs and non-vehicle related keys from the vehicle key fob. NPFL will not accept liability for claims purporting the loss of such items.
- Co-ordinate the transfer of vehicle passengers and luggage between vehicle / minibus transfer / airport terminal, and upon return, co-ordinate the transfer of vehicle passengers and luggage between the airport / minibus transfer and vehicle.
- Inform NPFL of any vehicle modification (including any for disabled use) that might affect normal handling operation, and of any immobilisers and special safety / security features fitted to the vehicle.

25.3 You must ensure that the vehicle is road worthy in every respect (inc MOT, tax etc) before entering the facility. In the event that the vehicle is not in the Company's sole opinion road worthy (e.g bald tyres, no tax etc) we will not accept the vehicle and you will be responsible for making alternative parking arrangements.

25.4 The Company must be informed of any vehicle modification (including any for disabled use) that might affect normal handling operation, and of any immobilisers and special safety/security features fitted to the vehicle.

25.5 In exceptional circumstances or periods of peak demand, your vehicle may be relocated and stored in other secure airport owned locations, either on the airport site or in close proximity to the airport. For valeting services your vehicle will be taken to an off-site location within 1 mile of the airport.

25.6 Upon return the customer should inspect their vehicle before leaving site. Vehicle claims cannot be considered unless they are reported prior to departure from the car park. The Company accepts no liability for loss or damage unless proved to be caused by our negligence.

25.7 If you plan to return earlier than your original planned date, we kindly request that you notify us via email at [pfcallcentre@newcastleairport-parking.co.uk](mailto:pfcallcentre@newcastleairport-parking.co.uk) or via telephone on 0191 214 4341 as soon as practical. We will always do our very best to help. As an early return will normally result in an additional number of vehicle movements, we reserve the right to charge an additional £25.00 administration fee to cover our additional costs. Please note that no refunds will be provided for any number of days which have not been used.



- 26.** Lounge bookings are subject to availability and to the current terms and conditions of the service provider, full details of which are available on request. Lounge cancellation terms may differ from the above.
  
- 27.** Security Fast Track bookings - you are responsible for ensuring that you arrive at the Security search area in adequate time to clear security and proceed to the departure gates prior to your flight. NPFL does not accept liability should you miss your flight. NPFL cannot guarantee the speed of the service through the Security Fast Track lane as this will vary according to customer throughput patterns