



## SECURE AIRPARKS

### Standard Terms and Conditions (“the conditions”)

This is a legal document which contains contractual provisions. Your Statutory Rights are not affected.

1. Bookings
  - 1.1 Bookings through the Secure Airparks website are deemed to be made when validated on the website.
  - 1.2 Bookings made by telephone are deemed to be made when confirmed by Secure Airparks telesales operator.
  - 1.3 All services are subject to availability.
  - 1.4 Secure Airparks reserve the right not to accept or fulfil a booking.
2. Payment
  - 2.1 Payment for a booking made by telephone or on our website can only be made using Mastercard, VISA or Maestro.
  - 2.2 If payment by card is declined or if a payment cheque is returned uncleared Secure Airparks and the service provider reserve the right not to fulfil your booking.
  - 2.3 All prices are quoted in pounds sterling including VAT.
  - 2.4 When using a overseas credit card the card issuer will debit your account in your local currency at the exchange rate applicable on the date of processing. A conversion charge may be applicable.
  - 2.5 Payment by cheque should be made to Secure Airparks, 100 Ingliston Road, Ingliston, Edinburgh, EH28 8AU (“the administration address”)
3. Cancellation
  - 3.1 The Customer may cancel a booking up to 24 hours before commencement of the booked parking period and receive a refund minus a 15% administration fee.
  - 3.2 A Customer to whom condition 3.1 applies, who cancels a booking within 24 hours of commencement of the booked parking period shall be liable to pay the full parking fee agreed for the whole of the booked parking period.
  - 3.3 Cancellations shall be in writing by post (to the administration address) fax (0870 733 0787), or e-mail (see condition 8.7) to Secure Airparks.
  - 3.4 For the purposes of this condition 3 the booked parking period shall be deemed to commence at midnight on the day prior to the commencement date of the booked parking period.
4. Parking
  - 4.1 Secure Airparks liability is as bailee to take reasonable care of the Customer’s vehicle for the period commencing when the keys to the vehicle are delivered to Secure Airparks (or, if later, the last time that the customer returns to the vehicle) and terminating at the time when the keys to the vehicle are handed back to the Customer (or, if earlier, when the Customer retakes possession of the vehicle) (“the Parking Period”) At all other times when the vehicle is on Secure Airparks premises Secure Airparks licences the Customer to bring and keep the vehicle on Secure Airparks premises and the vehicle shall be at the risk of the Customer.
  - 4.2 Claims cannot be considered once vehicles have left the premises of Secure Airparks. Please check your car before leaving.
  - 4.3 Secure Airparks will accept liability in respect of any damage to the paintwork or bodywork of the Customer’s vehicle only when and to the extent that the same is proved to be caused by the negligence, wilful act or default or breach of statutory duty of Secure Airparks its servants or agents or the dishonesty of its servants or agents. Save that the Customer shall not be required to prove liability of Secure Airparks for such damage where the Customer has requested a Vehicle Inspection Report (as defined below) and the damage in question is not recorded upon the Vehicle Inspection Report.
  - 4.4 Whilst vehicles are insured when in our premises, no contract or deposit whether express or implied is entered into by Secure Airparks or its patrons.
  - 4.5 Secure Airparks shall at the request of the Customer and upon payment of a fee of £ 3.00 undertake a joint visual inspection of the Customer’s vehicle and record any damage to the paintwork and/or bodywork prior to parking of the Customers vehicle (“Vehicle Inspection Report”).
  - 4.6 During the Parking Period Secure Airparks shall keep the vehicle at its premises at one of its authorised secure parking sites. The Customer authorises Secure Airparks to drive the vehicle between authorised secure parking sites.
  - 4.5.1 Any Customer wishing to reclaim his vehicle prior to expiry of the agreed parking period will be liable to pay the parking fee for the whole the agreed parking period.
  - 4.5.2 Secure Airparks require no less than 2 hours notice to make a vehicle available for collection prior to the day of expiry of the agreed parking period
  - 4.6 Neither the Customer nor any other person shall have the right to remove the vehicle or any other personal items therein prior to payment in full of the parking fee.
  - 4.7 On your return, your car may be started and left running in order to defrost or heat the car for your return. This will usually be done approx 30 minutes after landing time of the aircraft. In the event that you do not wish this service you should mention this on check in and ask it to be noted on your receipt card. It should be clearly understood that Secure Airparks nor its servants accept liability in the event of a “self lock” or “lock out” situation. Whilst uncommon this can occur through a mechanical or electrical failure at random.
  - 4.8 It is the duty of the Customer to ensure that the vehicle is in a proper roadworthy condition prior to leaving Secure Airparks premises and entering onto the public highway
  - 4.9 A customer must produce the receipt provide by Secure Airparks when reclaiming the vehicle. In the event that a receipt is lost Secure Airparks shall be entitled to require proof of the Customer identify.
  - 4.9.1 Secure Airparks shall not be obliged to release the vehicle to a third party without the written authority of the Customer.

5. Customer's Liability
  - 5.1.1 The Customer shall be liable for and indemnify Secure Airparks in respect of any death, personal injury or damage caused by the Customer or any person with the Customer whilst on Secure Airparks premises or in anyway arising from a breach of the warranty in paragraph 5.1.2 below.
  - 5.1.2 The Customer warrants to Secure Airparks that at the commencement of the Parking Period, the Customer's vehicle is in a safe and roadworthy condition, has a current MOT certificate (if required by law) and that no dangerous toxic or illegal substances have been left within the vehicle.
  
6. Transport to and from Airport
  - 6.1 Transport between Secure Airparks premises and the airport on Secure Airparks vehicles is (subject to these conditions) included in the parking fee.
  - 6.2 Transport between Secure Airparks premises and the airport leaves at regular intervals to coincide with flight arrivals and departure times. It is the Customer's responsibility to arrive at Secure Airparks in good time (allowing for possible traffic congestion and other delays) to enable them to arrive at the airport by the airline's recommended check in time.
  - 6.3 Secure Airparks accept no liability for transport delays caused by traffic congestion, vehicle breakdown or other causes beyond Secure Airparks control.
  - 6.4 Customers should not board a vehicle if they are unable to find a seat or if the maximum number of standing passengers (as displayed in the vehicle) have boarded.
  - 6.5 Children under the age of 8 may only travel if seated.
  - 6.6 No animal may be carried without prior agreement of Secure Airparks.
  - 6.7 All travel luggage must be kept with the persons travelling or in the luggage storage areas on the vehicle and must be placed in the aisles or standing areas.
  - 6.8 The proprietors of Secure Airparks or their employees do not accept any liability for property breakage's in the luggage compartment of the coaches howsoever caused, any breakable items should be retained inside the coach by patrons.
  - 6.9 The driver is responsible for the safety of the vehicle. Any passenger whose conduct is in breach of statutory regulations or whose conduct or condition is in the opinion of the driver a danger or potential danger to the vehicle or it's passengers may be removed from the vehicle or prevented from boarding on the driver's authority.
  - 6.10 The Customer will be responsible for any damage caused to the vehicle by the Customer or any person travelling with the Customer.
  
7. Exclusion of Liability
  - 7.1 Secure Airparks does not accept any responsibility of liability (whether as bailee or otherwise) for any theft, loss or damage to:
    - 7.1.1 any personal property or loose items left within the vehicle whilst on Secure Airparks premises (whether or not during the Parking Period) or:
    - 7.1.2 for any personal property (including travelling luggage) of the Customer or any persons travelling with the Customer either when on Secure Airparks premises and the airport.
  - 7.2 Secure Airparks does not accept any responsibility or liability (whether as bailee or otherwise) for any damage to the windscreen or any other glass in the vehicle.
  
8. Complaints Procedure
  - 8.1 Nothing in this procedure restricts the Customers right to pursue remedies through the Court.
  - 8.2 Secure Airparks acknowledge the Customer's complaint in writing within 5 working days.
  - 8.3 Subject to receiving the Customer's co-operation in supplying any additional information which is required in relation to the complaint and (if required) the vehicle being made available for inspection Secure Airparks will deal promptly with the complaint.
  - 8.4 A complaint will initially be dealt with by Secure Airparks Customer Services Department.
  - 8.5 Secure Airparks Customer Service Officer will endeavour to give a written decision in respect of the complaint within 30 days of receiving the same. This period may need to be extended in the event of any delay in the Customer supplying further information which is required or there being a delay in the vehicle being made available for inspection.
  - 8.6 In the event of a complaint relating to alleged damage to a vehicle the Customer will make the vehicle available for inspection by Secure Airparks to any repairs being carried out thereto.
  - 8.7 Any communication in relation to the complaint can be made by e-mail with the Company's Customer Services Officer ("CSO") at [complaints@secureairparks.com](mailto:complaints@secureairparks.com) by using the Customer Service number 0131 33 33 377 or in writing addressed to the CSO at the administration address.
  - 8.8 All telephone call to Secure Airparks are charged at the rate agreed with your telephone provider. Telephone call may be monitored.
  
9. Miscellaneous

The paragraph headings do not form part of these conditions and shall not be taken into account in the construction or interpretation thereof.
  
10. Jurisdiction

The contract between Secure Airparks and the Customer and any person travelling with the Customer shall be governed by the laws of Scotland and these conditions shall be constructed in accordance with the laws of Scotland and the parties hereby consent to the exclusive jurisdiction of the Courts of Scotland.