Car Park Terms and Conditions

Please read these Terms and Conditions carefully. They relate to your use of our car parks.

1. General

1.1 Brighton City Airport Limited (company number 08556136) is the operator of Brighton City Airport ("Airport") whose registered office is at Terminal Building, Cecil Pashley Way, Shoreham-by-sea, West Sussex, BN43 5FF.

1.2 Entry to or use of any of our car parks, is subject to these terms and conditions ("Terms"), and any Airport byelaws in use from time to time.

1.3 In these Terms, "vehicle" means the vehicle which enters into the car park and includes any mechanical device on wheels or tracks, its equipment and accessories.

1.4 In these Terms, "you" and "your" refers to the person who parks the vehicle and/or makes a booking and "we", "our" and "us" refers to the Airport.

1.5 We reserve the right to change these Terms from time to time.

1.6 In addition to these Terms, our parking enforcement operator, One Parking Solutions (OPS) Limited, also has terms and conditions, which apply once you have entered a car park at the Airport. These terms relate to their requirements for the parking of vehicles in our car parks and how such requirements are enforced if not met. The OPS Limited terms and conditions are shown on boards displayed in the car park. If you are not prepared to comply with the OPS Limited terms and conditions, then please do not enter the car park.

2. **Our liabilities**

2.1 We cannot guarantee the security or protection of your vehicle or its contents. Entry to and use of any of our car parks is entirely at your own risk. Accordingly, without prejudice to the generality of the foregoing, you use any of the Airport's car parks on condition that we, our staff, servants or agents will not be liable for any loss of or damage to any vehicle or its contents, or any property whatsoever belonging to you.

2.2 CCTV cameras are installed in the locale. However, we do not make any representations regarding the extent of coverage provided by such cameras, and no guarantee is given as to the security or protection of your vehicle in our car parks where CCTV is installed.

3. **Parking**

3.1 We reserve the right to refuse admittance to our car parks.

3.2 Entry to and egress from our car parks should be obtained only through the designated entrances and exits and along designated routes.

3.3 You must only park your vehicle within designated bays or authorised areas and so as not to cause obstruction. Failure to park within a designated bay may result in a parking charge notice being issued by our parking enforcement operator.

3.4 Bays reserved for disabled drivers should be used by disabled drivers only and vehicles parked in such bays must display appropriate disabled badges/windscreen stickers. A payment for a vehicle parked in the disabled bays must be made even though the vehicle should be displaying a blue badge.

3.5 No vehicle shall be towed into, and no work on nor cleaning of vehicles is permitted in, any of our car parks.

3.6 No activity in connection with the selling, hiring or other disposal of vehicles shall be carried out in any of our car parks.

4. **Reporting Loss or Damage**

4.1 If your vehicle sustains damage while in the car park or if you lose your vehicle or any of your possessions from your vehicle while it is in the car park, you should:

4.1.1 inform a member of our staff during normal opening hours or ring TBN

4.1.2 in the case of theft, immediately inform the police;

4.1.3 notify your insurers promptly.

4.2 If you consider that you have a claim against us you must write to the Airport Company within seventy-two (72) hours of discovery of the loss, damage or theft giving full details of the occurrence. Before submitting a claim, we ask that you satisfy yourself that the subject matter of your claim lies within the areas of our responsibility.

4.3 If you wish to make a claim or to register a complaint about the service that you have received please write to the Car Park Manager at Brighton City Airport, Terminal Building, Cecil Pashley Way, Shoreham-by-sea, BN43 5FF.

5. **Securing Your Vehicle**

5.1 You must ensure that before you leave your vehicle in one of our car parks:

5.1.1 your vehicle is fully and securely locked;

5.1.2 that all windows and the sunroof of your vehicle are securely closed;

5.1.3 if your vehicle is fitted with a steering lock or similar device that it is engaged.

5.2 Wherever possible please take your possessions with you when you leave your vehicle. If you have to leave possessions in your vehicle, do not leave them where they are visible and ensure that they are as secure as possible.

5.3 Where CCTV cameras are installed, they are used to assist in the proper running of our facilities. The CCTV cameras may also act as a deterrent to criminal activity. However, we do not make any representation as to the extent of coverage provided by the cameras and no guarantee is given as to the security of your vehicle in car parks where CCTV coverage might be available.

6. **Courtesy to other customers**

If you damage another customer's vehicle you should report the matter to us giving the registration numbers of both vehicles. You must also notify the owner of the other vehicle by leaving a note on the windscreen of their vehicle providing your vehicle and contact details and any other details that are relevant to the incident.

7. **Safety in the car park**

7.1 Please drive carefully in the car park areas and obey the directional and other signs.

7.2 Please supervise your children and control your pets at all times in the car park.

8. **Payment for Ticket and Parking App**

8.1 The parking fees payable by you (as varied from time to time) shall be as displayed on the tariff board adjacent to the meters located in the car park. The fees can also be found on the website. You are obliged to pay the fee and to comply with any instructions on the tariff board. In pay and display car parks you must do one of the following:

8.1.1 purchase a parking ticket before leaving your vehicle in the car park and ensure that the parking ticket is clearly displayed in the windscreen of the vehicle (for the avoidance of doubt, sales/credit card receipts are not classed as a valid parking ticket and will not be accepted as evidence of payment).

8.1.2 prior to exiting the car park area, purchase the time you require to use the car park using the pay by mobile service in accordance with its terms and conditions (instructions for use of the POPPAY app are posted near to the parking meters).

8.2 No refund will be made for any parking charges paid in respect of a lost ticket.

9. **Parking contravention**

9.1 It is important to the effective management of the Car Park that you:

9.1.1 do not park within a bay designated for a specific purpose when you are not entitled to do so (e.g. parking in a space for the disabled without an appropriate disability badge displayed);

9.1.2 park within a marked bay;

9.1.3 comply with all signs in the car park;

9.1.4 have made the correct payment for the period of parking.

9.2 If you do not comply with the requirements set out in paragraph 9.1, you may be issued with a Penalty Charge Notice (PCN). The car parking is managed on behalf of the Airport by OPS Limited. Specific details as to the sum payable for a PCN and the terms and conditions covering the issuance of a PCN can be found on the notices within the car park.

9.3 If you consider that you have been wrongly issued with a PCN you may appeal, by writing to the address detailed on the PCN itself.

9.4 If the equipment in the car park is damaged by you, your vehicle or the passengers in the vehicle then, except where the damage arises from our negligence, we will seek to recover the cost of that repair and associated administration costs from you.

10. Payment and disposal of abandoned vehicles

10.1 If you intend to leave your vehicle in the car park for more than 28 days we recommend that you notify us in writing of your intention to do so.

10.2 We reserve the right to sell any vehicle which we reasonably believe to have been abandoned and shall be entitled to regard as abandoned any vehicle which has been in the car park for more than 28 days without prior notification and which is not known to be covered by a current valid parking permit.

10.3 Before proceeding with the disposal of abandoned vehicles, we will:

10.3.1 make reasonable enquiries with a view to identifying and contacting the registered owner of the vehicle in question;

10.3.2 give 28 days' notice of our intention so to do to the registered owner by pre-paid post addressed to the registered owner's last known address.

10.4 Abandoned vehicles will be sold by auction whenever practicable and the proceeds of sale will be applied in and towards satisfaction of all sums owing to us together with the expenses of sale and, in connection with such sale, we shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in our possession.

10.5 Any balance of these sales proceeds remaining after satisfaction of such sums shall be held by us on behalf of the registered owner of the vehicle and paid over on proof of entitlement.

11. **Variation of the terms and conditions**

These Terms and Conditions shall not be varied except in writing by our Company Secretary. Nothing said or done by any of our employees is to be capable of varying these Terms and Conditions.