

LONDON CITY AIRPORT LTD CAR PARK TERMS AND CONDITIONS

Customers wishing to use the car park are advised to read carefully the following terms and conditions relating to the entry and use of the car park. These terms and conditions together with London City Airport Ltd byelaws set out the basis on which the Company will grant customers permission to use the car park. The airport byelaws are available for inspection on request. **THE TERMS AND CONDITIONS CONTAIN EXCLUSIONS OF LIABILITY.**

1. Definitions

- (1) "The Company" shall mean London City Airport Ltd.
- (2) "The customer" shall mean any person who having control of or driving a vehicle uses the car park whether himself, his servants, agents, contractors, licensees or any person authorised or appearing to be authorised to act on his behalf or representing him.
- (3) "Vehicle" shall mean any mechanical vehicle on wheels or tracks including, without limitation, trailers.
- (4) "Car park" shall mean any car park controlled by the Company.
- (5) Words in the singular shall mean the plural and vice versa; words importing one gender shall include other genders.
2. Subject always to Clause 3, the Company, its employees, servants, agents or contractors shall be under no liability or obligation, nor be subject to any right, claim or remedy whatsoever or howsoever arising in contract, tort (including negligence) or otherwise to the Customer in respect of any injury, losses, damage, claims, penalties, fines, costs or expenses or any other matter whatsoever ("Loss") except that in so far as such Loss shall arise from the negligence of or breach of statutory duty by the Company, its employees, servants, agents or contractors which gives rise to physical damage to the vehicle of the Customer and which was reasonably foreseeable as likely to occur in the ordinary course of events from such negligence the Company shall be liable up to a maximum limit of £2,000 or the value of the vehicle, whichever is the greater.
3. Notwithstanding anything to the contrary in these terms and conditions, nothing in these terms and conditions shall exclude, restrict or limit the Company's liability for death or personal injury resulting from the negligence of the Company, its employees, servants, agents or contractors acting in the course of their employment with the Company.
4. Any customer who suffers loss of, from or damage to their vehicle whilst in the car park or sustains any personal injury should ensure the following :
 - a) that the incident is immediately reported and confirmed in writing to an employee of the Company, if the incident relates to personal injury the matter must be recorded in accordance with the Company's health and safety reporting procedures.
 - b) that if theft is involved that they inform the Company and then refer the matter to the police immediately.
 - c) they notify their insurance company.
5. Should a customer wish to make a claim against the Company in respect of any loss, damage or personal injury this should be done by specifying all details in writing as soon as practicable. Before making a claim the customer should ensure that it will fall within the Company's responsibility.
6. If a customer damages another's vehicle the damage must be immediately reported to the Company specifying details of the damage and their relevant details in order that they may be contacted by the third party.
7. It is the customer's responsibility to ensure that his vehicle is securely parked and locked whilst in the car park.
8. Customers should exercise all due care whenever using the car park and must comply with any instructions given by the Company,

its employees, servants, agents or contractors, markings and signs, including without limitation signs and markings indicating speed limits.

9. Customers shall not at any time tow any vehicle into the car park, nor shall he, his servants, or his agents effect any repairs (other than essential repairs necessary for the vehicle to be driven out of the car park), renovations, additions or alterations to any vehicle whilst it is in the car park.
10. The Company has the right to drive and/or move vehicles within and/or in and out of the car park to whatever extent as the Company may deem necessary and sufficient in order to carry out the efficient management of the car park and its facilities.
11. All tickets issued on behalf of the Company or its agents, in respect of the car park, are only available for the vehicle in respect of which the ticket is issued; tickets are not transferable. Tickets, including season or other special tickets, do not entitle the customer, unless otherwise agreed by the Company in writing, to any specific space in the car park nor do they entitle the customer to have any priority over other customers. Season tickets or other special tickets remain the property of the Company and must be returned to the Company upon expiration or demand.
12. If a customer is unable to produce a valid parking ticket to the Company and its employees, servants or agents reserve the right to make all inquiries deemed to be necessary and reasonable prior to the release of the vehicle from the car park. Non-production of a valid parking ticket may lead to delays in the release of the vehicle from the car park and customers will be charged at the full daily tariff for each and every day or part thereof for which the Company reasonably believes the vehicle has been in the car park.
13. Vehicles in the car park are subject to a lien for all parking charges due or accruing due from the customer to the Company, and a general lien for all and any monies due from the customer to the Company. Such liens will be in existence whenever the vehicle is in the car park, notwithstanding any time that it may have been removed from the car park from time to time. If the said lien is not satisfied by the payment, within 28 days of notice is given by the Company of its intention to sell the vehicle in default of payment, the Company may sell the vehicle by auction or other method and the proceeds of sale may be applied in and toward satisfaction of all sums owing to the Company by the customer together with the expenses of such sale, and in connection with the sale the Company shall be entitled to charge reasonable storage charges in respect of the period during which the vehicle is in the possession of the Company. Any balance of purchase price that remains after satisfaction of such sums shall be held by the Company on behalf of the registered owner of the vehicle. Notice of intention aforesaid shall be deemed to have been properly and sufficiently given by sending of written notice by recorded delivery post, addressed to the registered owner as his last known address, whether or not the notice is actually received.
14. The company reserves the right to refuse admission to the car park on any ground, including without limitation in the case of any vehicle carrying loads which are considered dangerous by the Company.
15. The parking tariffs applicable from time to time are displayed on the appropriate tariff boards located in the car park and on payment machine(s).
16. Nothing in these terms and conditions shall remove or modify any statutory rights for entitlement of any customer.
17. These terms and conditions may be varied from time to time by notice in writing by the Company.