

## **Guernsey Airport Car Parking**

### **Terms & Conditions of Use**

Entry to or use of the car parks at Guernsey Airport is subject to the current terms and conditions of Guernsey Airport ("the airport") and the airport byelaws regulating the use and operation of the airport and the conduct of all persons while within the airport perimeter.

These conditions contain limited exemption clauses affecting all persons who enter or use both the long-stay and short-stay car parks ("car parks").

Entry to and use of this car park is entirely at your own risk.

Customers are requested to read carefully the terms and conditions for entry to, use and exit from, the car parks and follow the procedures accordingly.

#### **1. THE AIRPORT'S LIABILITY**

Customers are advised that a public car park is open to everyone. The airport, its employees or agents reserve the right to refuse admittance to the airport's car parks. The airport cannot guarantee the security of your vehicle or its contents.

Accordingly: The airport, its employees or agents will not be held liable for any loss of, or damage to, any vehicle including its contents whatsoever other than that which is attributable to wilful misconduct by Guernsey Airport, its employees or agents'.

#### **2. PARKING**

Entry to and exit from the car parks must be through the designated entrances and exits. Customers should park vehicles only within designated bays and avoid causing an obstruction.

Bays reserved for disabled drivers should be used by disabled drivers only and vehicles parked in such bays must display appropriate disabled badges and/ or windscreen stickers.

#### **3. COMPLAINTS PROCEDURE**

Should your vehicle suffer damage or if you lose any of your possessions from the vehicle whilst it is in the car parks, we request that you: -

- Inform a member of staff at the information desk or the Terminal Duty Officer in the concourse.
- In case of theft, please inform the police and notify your insurers promptly.

If you consider that you have a claim against the airport you must provide written notice with full details of the occurrence for the attention of: the Terminal & Security Manager, c/o Guernsey Airport, La Villiaze, Forest, Guernsey, GY8 ODS.

All claims must be made within 72 hours of discovery of the loss or damage. Before submitting a claim to the airport, customers are requested to check 'Condition No 1' (above) and to satisfy themselves that the subject matter of their claim falls within the airport's area of responsibility.

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

Unless requested by the airport or one of its employees, please ensure that the following checks have been made: -

- your vehicle is fully and securely locked.
- that all windows and the sunroof of your vehicle are securely closed.
- Guernsey registered vehicles must display a valid insurance disc on the windscreen.

#### **5. POSSESSIONS**

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 securely out of sight as possible.

#### **6. COURTESY TO OTHER CUSTOMERS**

Should you damage another customer's vehicle you are requested to report the matter immediately to a member of staff at the information desk or the Terminal Duty Officer and provide them with the registration number for both vehicles.

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

Please drive carefully in the car parks and obey the directional signs. Vehicles should not be driven at a speed in excess of 10 miles per hour. After you have parked your vehicle please proceed to the nearest exit ways which are signposted. Please ensure that children do not play in the car parks and please notify an airport staff member if you feel the need for assistance in such instances.

Any caravans, trailers or large vehicles should report to the information desk in the concourse, prior to entering the car parks.

## **8. TICKETS**

Customers who cannot produce their parking tickets upon departure will be charged according to the current airport tariffs details of which can be obtained from the airport's information desk inclusive of a £10 surcharge.

In the interests of security, tickets or passes should not be left in view inside vehicles.

## **9. AGENCY**

Persons who enter into a contract with the airport for the parking of a vehicle, whether by purchasing a ticket or otherwise, do so on behalf of themselves.

## **10. MOBILISATION**

If a breach or infringement of any of these terms and conditions is committed by the user of the car parks then the airport, its employees or agents may at any time in their absolute discretion immobilise a vehicle by a non-contact immobilising technique as appropriate.

The vehicle will be removed from the vicinity of the airport perimeter upon payment of a charge, as determined from time to time by the airport.

The airport, its employees or agents will not be liable for any damage caused to a vehicle as a result of the immobilisation of the vehicle other than that which would be attributable to wilful misconduct on the part of the airport.

## **11. MOVING AND RELOCATING OF VEHICLES**

The airport reserves the right to move any vehicle causing an obstruction within the car park or an incorrectly parked vehicle. The airport will not be held liable for any damage caused to any such vehicle or property other than that which is attributable to wilful misconduct on its part.

The airport additionally reserves the right where the car parks have to be closed either permanently or temporarily in whole or in part or have to be evacuated in cases of emergency, to remove any vehicle at any time to any other reasonably convenient car park within the control of the airport and it will not be liable for any damage caused to any such vehicle or property other than that which is attributable to wilful misconduct on its part.

Guernsey Airport reserves the right for it, its agents or the relevant police/control authority to move or remove any vehicle to safeguard any person or property against injury or damage or in the event of an actual or perceived threat to security and to remove vehicles which are, or appear to be, stolen or abandoned.

## **12. LIENS**

A vehicle in the car parks may be subject to a lien for all charges due or accruing from the customer to the airport, and a general lien for all and any monies from the customer to the airport.

If the said lien is not satisfied by the payment, within 30 days of notice given by the airport of its intentions to sell the vehicles in default of payment, the airport may sell the vehicle by auction or otherwise. The proceeds of sale may be applied in and towards satisfaction of all same owing to the airport by the customer. The airport shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in the possession of the airport. Any balance of purchase price remaining after satisfaction of such sums shall be held by the airport on behalf of the registered owner of the vehicle. Notice of intention aforesaid shall be deemed to have been properly and sufficiently given by the sending of written notice by prepaid post, addressed to the registered owner at his/her last known address.

### **13. ABANDONED VEHICLES**

The user of the car parks agrees to notify the airport in writing if their stay will exceed 30 days otherwise we shall deem the vehicle as having been abandoned for the purpose and shall make arrangements by way of gazette notice or website to notify the owner of the vehicles impending disposal accordingly. Proof of ownership will be required for collection of said vehicle and any costs incurred will need to be settled before the vehicle may exit.

### **14. INDEMNITY**

The user of the car parks agrees to indemnify the airport in respect of any claim by a third party arising out of the use of the car parks by the user, his servants, agents or passengers or arising out of any act or omission whatsoever other than claims which are attributable to wilful misconduct or negligence on the part of the airport.

### **15. VARIATION**

We may revise these terms & conditions from time-to-time. Please check the terms & conditions via the Guernsey Airport website regularly to ensure you are familiar with the current version.

### **16. LAWS AND JURISDICTION**

This notice will be governed by and construed in accordance with Guernsey law, and any disputes relating to this notice shall be subject to the exclusive jurisdiction of the Courts of Guernsey which shall be used in all cases.

Correct as of May 2015.