



Terms & Conditions

1. Definitions

‘company’ or ‘we’ – The Highwayman Security Carpark Limited (a company registered in England and Wales company no. 03488945)

‘You’ – The customer and their party whose name appears on the booking confirmation even if this person is or isn’t the vehicle owner

‘Vehicle’ – the vehicle details of which appear on the booking confirmation

‘vehicle parking period’ the period of parking inclusive of the dates that are shown on the booking confirmation.

2. Cancellation Process

2.1 You may cancel a booking for any reason, including not accepting these conditions, up to 24 hours before the parking period begins and you will receive a refund for the value of the parking minus an administration charge of £5.00. We also offer a credit note to the full value of the booking price. This Credit Note is valid for a term of two years from the date of cancellation.

2.2 If you cancel after the time in 2.1 or do not turn up, we will charge you the full parking fee for the whole parking period.

2.3 Cancellation must be made either by email (office@highwayman-parking.com) or via telephone to our main booking desk (01446 719105 opt 1). A booking reference & name will be needed to process the request. Bookings that have been made via a third-party service provider

will have to be cancelled with that service provider. We are unable to cancel the booking off our system without first having a cancellation document from that said provider.

2.4 For the purposes of conditions 1 and 2, the parking period begins at one-minute past midnight on the day prior to the first day of the parking period.

2.5 Failure to bring a vehicle to our site that is not roadworthy, nor have a valid MOT or current road tax shall entitle the company to cancel the booking and refuse to park the vehicle without any liability to you for any consequential loss or inconvenience. In the event of such cancellation you will not receive a refund.

3. Prices and Payment

3.1 All prices are for pre-booked spaces and include VAT and Service Charges.

3.2 Bookings made by telephone or on our website can be made by using Visa or Mastercard only.

3.3 All prices are quoted for in pounds Sterling

3.4 If your payment card declines or the charges are reversed your booking will be cancelled and a new booking will have to be made subject to our availability and or discretion.

3.5 If your travel dates change from those originally booked, an extra charge may be levied against you if the time parked at the carpark exceeds the number of days that have been pre-paid for. This will be payable upon exit of the carpark or upon check in at the carpark.

4. Our Responsibilities to you

4.1 We will accept legal responsibility for death or personal injury if it is caused by our or our employees' negligence.

4.2 We will accept legal responsibility for damage to the paintwork or bodywork of your vehicle if you can prove that it was caused by us. You agree to us carrying out repairs to the vehicle if we believe the damage has been caused during the parking period.

5. Exclusions and Limits of our responsibility

5.1 We will not accept legal responsibility for the following

5.1.1 Loss or damage covered by your own insurance.

5.1.2 Personal property left in the vehicle or coach or left unattended at any time.

5.1.3 Transport delays between the car park and the airport caused by traffic congestion, coach breakdown or any other cause beyond our control.

5.1.4 Loss arising from a stolen or mislaid receipt or ticket for the vehicle.

5.1.5 Loss of or damage to the vehicle arising from mechanical or electrical failure, self-locking, pollution, terrorism, natural disaster, damage by vandals, criminal activity and other matters outside our control. The company does not accept liability for damage to vehicles arising from acts of nature nor will the company accept responsibility for minor scratches dents or chips to paintwork or any visual damage that cannot be seen and noted due to weather conditions or where the exterior is in a dirty state. The company will not accept responsibility for damage to windscreens or other glass other than where the same is proved and to the extent that it is proved to be caused by our negligence.

5.1.6 Any indirect loss as a result of damage or loss to the vehicle (such as loss of earnings).

5.1.7 Delay in making the vehicle available for collection if this is before the end of the parking period.

5.2 Liability is accepted where such theft, loss or damage arises through the negligence or breach of contract by The Highwayman Carpark

5.3 The Highwayman Carpark are unable to transport bikes, surf/windsurfing boards or items of a similar size on their transfer coaches. Snowboards/skis and Golf Clubs are accepted however large parties carrying this equipment should drop off the equipment first at the airport. Failure to do so may result in your transfer times being dramatically increased due to the luggage capacity available on the transfer busses.

6 Your Responsibilities (Customer)

6.1 Vehicle condition

6.1.1 You shall be liable for and indemnify The Highwayman Carpark in respect of any death, personal injury or damage caused by you or any person with you whilst on The Highwayman Carparks premises or in any way arising from a breach of the warranty in paragraph 6.1.2 below.

6.1.2 You shall ensure that the Vehicle is:

6.1.2.1 at the commencement of the Parking Period in a roadworthy condition, has a current MOT certificate (if required by law) for the whole of the Parking Period and that no dangerous toxic or illegal substances are left within the Vehicle;

6.1.2.2 in a proper roadworthy condition prior to leaving the Car Park and entering onto the public highway.

6.1.3 If at the end of the parking period the vehicle will not start, we may move the vehicle to a return bay. If you ask, and accept the risk, one of our employees will make one attempt to start the vehicle using an anti-surge starter pack. If you still need help to start the vehicle, you will need to contact a breakdown company. You will have to pay any costs involved. If your vehicle does not start, you must arrange for it to be removed from the car park within 24 hours of the end of the parking period. After this time, we will charge you the daily parking charge.

6.1.4 You must not tow the vehicle into the car park or carry out any work or clean the vehicle in the car park.

6.1.5 The conditions below apply to standard parking.

6.1.6 We may photograph or video the vehicle when you enter and leave the car park and after damage is reported. We will report any fraudulent claims to the police.

- You must inspect the vehicle and report any damage to us on a report form before driving out of the car park at the end of the parking period. Claims cannot be considered once vehicles have left the premises so please check your car before leaving.

- You must let us know about any vehicle immobiliser, automatic security feature or modification to the vehicle (including any for special assistance requirements) that might affect how it handles or operates.
- You must check the driver's seat and the mirror positions (which may have been moved) when you reclaim the vehicle.

6.2 Vehicle Excise Duty (VED)

You shall ensure that prior to commencement of the Parking Period VED is paid for the Vehicle for the whole of the Parking Period (if required by law).

7 Arriving back earlier than stated

7.1 If you reclaim your vehicle before the end of the parking period, you will have to pay the parking fee for the whole parking period.

7.2 You must give us at least twelve hours' notice to make the vehicle available for you to collect before the last day of the parking period. Less time than twelve hours may incur an extra charge as more staff may need to be called in to handle the pulling out of your car from the holding compound.

7.3 We may refuse to return your keys to you if we believe either that you are not fit to drive or that the vehicle is not in a legal or roadworthy condition.

7.4 If someone else other than the original customer is picking the car up, then Valid photographic I.D will need to be seen and a copy of this may be taken for our indemnity.

8 Arriving back later than stated

8.1 You must notify us if you intend to return home later than originally stated on your booking. You must notify us before your original flight lands. Failure to do so will incur an additional charge to pick you up at a later time or date. This does not apply to flights that are delayed but would apply if you missed the plane and did not inform us.

8.2 Agreed Additional days will be charged at a flat rate, of which you will be informed of at the time of speaking to one of our staff

8.3 Non-agreed additional days will be charged as if the booking was that of a new one and the prolonged discount rate will not apply to you.

8.4 All outstanding payments must be cleared upon arrival back to the Carpark. Once paid your car keys will be returned to you.

9 Persons with reduced mobility

9.1 Unfortunately we cannot accept passengers who are wheelchair bound due to the transfer busses not having wheelchair lifts fitted. We can accept passengers with reduced mobility, and we will accept folded wheelchairs into the luggage compartment. Electric wheelchairs must be able to be taken apart. Our busses do have an electric step on the passenger side door to assist with getting on and off the bus. For further information please ring our main desk on 01446 719105 opt 1.

10 Vehicle Storage Terms

10.1 You must leave your car keys at the car park. If you do not do this, we may move the vehicle in any way we can and will not be legally responsible for any damage caused.

10.2 When you arrive at the car park, we will tell you whether to leave the vehicle locked or unlocked and where to leave the keys.

10.3 Leave any alarms and immobilisers off as they may drain the battery.

10.4 No manual security devices, such as crook locks must be used.

10.5 Do not leave any house or other keys on your car key ring or in the vehicle.

10.6 We will keep the vehicle in one of our car parks. You agree to us driving the vehicle within and between the car park compounds on the public highways.

10.7 Vans, Large Vehicles and Trailers

Unless otherwise stated, we only accept bookings for cars and small vans (in both cases without trailers) at the standard rate shown. Please contact us before you make your booking if you wish to book larger vehicles, or vehicles with trailers, for a quote. If you park a vehicle larger than a car or small van (largest size is a SWB VW Transporter style vehicle), or

a vehicle with a trailer, in our car park without prior approval, you will likely incur an additional charge at our car park.

10.8 Whilst the vehicle is within our care, you are forbidden to lock or unlock, start or disable your vehicle using a mobile phone app. Failure to adhere to this condition will result in your booking being cancelled mid-term and you will be requested to arrange collection of your car by a third party.

11 Conduct within the carpark.

11.1 Drive slowly and carefully in the car park and follow the directional signs.

11.2 Car parks can be dangerous. After parking, go to the reception or nearest exit. These are signposted. Do not wander about the car park. Keep a careful eye on your children and do not allow them to play in the car park.

11.3 Abusive or offensive behaviour

Our employees have the right not to suffer abusive, offensive or threatening behaviour even when a customer is under stress.

Some examples of unacceptable behaviour might include:

*Abusive or offensive language; remarks of a sexual nature; racist language;

homophobic or other discriminatory remarks

*Shouting

* Offensive gestures

* Verbal or physical threats

* Punching, kicking, head butting, spitting

* Bullying or intimidating behaviour

* Attempting to assault someone

* Using, brandishing or throwing weapons or objects aiming to inflict harm

* Stalking or other forms of harassment

*Publishing unacceptable information on social media, websites, newspapers, etc.

In any instance the Police will be called and asked to assist in the situation. Your booking will instantly be cancelled, and you will not be entitled to a refund. Other Carparks within the local area will be notified of your name and car registration number and informed why you

were removed from our site. Finding parking for your holiday may prove difficult in this instance.

12 Transport to and from the Airport

12.1 You should not get on a transfer bus if you cannot find a seat or if there are no more standing places available. The maximum number of passengers will be displayed in the bus.

12.2 Children under the age of eight must be seated and with an adult.

12.3 You cannot bring animals on the transfer bus (except guide dogs) unless we and the driver agree.

12.4 Do not place luggage and personal belongings in the aisles or standing areas.

12.5 The driver may refuse to help you load heavy luggage.

12.6 The driver is responsible for the safety of the bus. The driver may ask any passenger they believe to be a danger or potential danger to the bus or its passengers to leave the coach or prevent them from boarding.

12.7 Check in Time

Transport between the Car Park and the airport leaves at regular intervals. It is your responsibility to arrive at the Car Park in good time (a minimum of half an hour prior to the earliest airline recommended check-in time is suggested) to enable you to arrive at the airport by the airline's recommended check-in time.

12.8 The Highwayman Carpark are unable to transport bikes, surf/windsurfing boards or items of a similar size on their transfer coaches. Snowboards/skis and golf clubs are acceptable however large parties carrying this equipment should drop off the equipment first at the airport. Failure to do so may result in your transfer times being dramatically increased due to the luggage capacity available on the transfer busses.

13. Indemnity provided by you

13.1 You shall indemnify the Company and its staff for any loss, damage, actions and claims arising from breach of your Obligations contained in clause 6.1.2.

13.2 You acknowledge that:

13.2.1 you will be guilty of offences under Road Traffic and Vehicle Licensing Legislation if you permit the Highwayman Carpark staff to drive the Vehicle on a road when the Vehicle is not in a roadworthy condition, does not have a current MOT certificate (if required by law), or at a time for which VED has not been paid (if required by law).

13.2.2 permitting the Vehicle to be driven on a highway in the circumstances referred to above may invalidate your and The Highwayman Carpark's insurance policies and constitute an offence under Road Traffic Legislation.

14. Complaints Procedure

14.1 This procedure does not affect your right to take legal action.

14.2 If you believe your vehicle is damaged while in the car park or you lose any of your possessions from the vehicle, you should

- Immediately let a member of staff know before you leave the car park;
- In the case of theft, report it to the police; and let your insurers know.

14.3 We will write and acknowledge a written complaint within five working days of receiving it.

14.4 A member of the Management Team will deal with your complaint in the first instance.

14.5 As long as you can send us any extra information we may ask for and (if necessary) make the vehicle available for inspection, we will try to give you a written decision within 30 days.

14.6 If a complaint relates to damage to the vehicle, you must allow us to inspect the vehicle before repairs are carried out.

14.7 You can send us complaints by email at office@highwayman-parking.com, by phoning 01446 719105 opt1 or by writing to us. Please send your complaint to:

F.A.O Manager,

The Highwayman Carpark, Port road, Nurston,

Rhose, Vale of Glamorgan, CF62 3BH

14.8 All calls are charged at the rate agreed with your phone service provider. Telephone calls may be monitored and recorded for training purposes.