

GLASGOW AIRPORT LIMITED

St Andrew's Drive, Glasgow Airport, Paisley, Renfrewshire PA3 2SW

TERMS AND CONDITIONS OF USE IN STAFF CAR PARKS

Customers are requested to read carefully the terms and conditions of entry to and use of Glasgow Airport Limited Staff Car Parks and to follow the procedures recommended in those terms and conditions which are for their benefit. Should you wish to make a complaint you are requested to follow the complaints procedure set out in Condition No. 2 below which will ensure that your complaint is brought promptly to the attention of Glasgow Airport Limited staff.

1. THE COMPANY'S LIABILITIES

Customers are asked to remember that, whilst reasonable precautions are taken to ensure that only authorised persons obtain access to staff car parks, it is impossible to exclude undesirables altogether. The Company's staff have instructions to remove persons misbehaving themselves in a Glasgow Airport Limited Staff Car Park. However, parking in a Glasgow Airport Limited car park is done at the owner's risk and the Company cannot guarantee the security of your vehicle or its contents. Accordingly:

- a) the Company, its servants or agents will accept liability in respect of any loss or theft of or from or misdelivery of or temporary failure to deliver or damage to the vehicle only where the same is proved and to the extent that it is proved to be caused by the negligence, wilful act or default or breach of statutory duty of the Company, its servants or agents or the dishonesty of its servants or agents, and
- b) the Company, its servants and agents will accept liability in respect of death of or personal injury sustained by customers and others in the car park only where the same is proved and to the extent that it is proved to be caused by the negligence, wilful default or breach of statutory duty of the Company its servants or agents.

2. COMPLIANCE PROCEDURE

Should your vehicle suffer damage whilst in the Car Park or should you lose the vehicle or any of your possessions from the vehicle whilst it is in the Car Park you are requested:

- a) immediately to inform a member of our Security Staff of the occurrence and also
- b) in cases of theft, immediately to inform the Police and
- c) to notify your insurers promptly.

If you consider that you have a claim against the Company you must within seventy-two hours of discovery of the loss or damage give written notice containing full details of the occurrence to the Company at the Property Department, Scottish Airports Limited, Administration Building, St. Andrew's Drive, Glasgow Airport Limited, Paisley, Renfrewshire PA3 2SW. Before submitting a claim to the Company customers are requested to check Condition No. 1 and to satisfy themselves that the subject matter of their claim falls within the Company's area of responsibility.

Failure to comply with the above procedure may prejudice your position.

3. SECURING YOUR VEHICLE

Unless requested by the Company or one of its employees or agents not to do so, please ensure that before you leave the car park:

- a) your vehicle is securely locked
- b) that all the windows of your vehicle are securely closed
- c) if your vehicle is fitted with a steering lock or similar device that it is engaged

4. POSSESSIONS

- a) Wherever possible please take your possessions with you when you leave your vehicle
- b) If you have to leave possessions in your vehicle do not leave them on the seats where they are visible. Put them in the boot and lock it.
- c) Customers are reminded that their motor insurance policies may not cover possessions in the vehicle. It is possible to arrange separate insurance cover for possessions and customers are recommended to do so.

5. COURTESY TO OTHER CUSTOMERS

Should you damage another customer's vehicle you are requested to report the matter to the Security department and give the registration numbers of both vehicles. Remember that your car may one day be damaged, so please do as you would be done by.

6. SAFETY IN THE CAR PARK

- a) Please drive carefully in the Car Park and obey directional signs.
- b) Please park in designated spaces only where these exist.
- c) Please take the designated pedestrian route from the car park as appropriate.

7. **CAR PARK PASSES**

- a) The car park pass is available only for the vehicle in respect of which it is issued and for the member of staff for which it is issued. A car park pass does not entitle the customer unless specified to any particular space in the Car Park or to priority over other customers. A car park pass remains the property of the Company.
- b) A car park pass allows the holder to park in the Car Park only when on business and only for the period covered by the holder's working day/shift. It does not entitle the holder to park in the car park for social or domestic purposes, such as going on holiday, unless it is with prior written permission from the Company.
- c) A car park pass does not automatically entitle the holder to a space in the Car Park for which the pass has been allocated. In circumstances where no space is available, it is not the responsibility of the Company to provide alternative arrangements.
- d) Any pass holder who is in breach of any of the terms and conditions outlined in this schedule may have his/her pass withheld, without compensation, by the Company.
- e) The Company reserves the right periodically to amend the Car Park pass allocation policy for its Car Parks.
- f) These terms and conditions are subject to periodic amendment, either by republishing or in relation to an Airport General Notice or Managing Director's Notice.
- g) A valid disk must be displayed in the windscreen of pass holders at all times.

8. **AGENCY**

Every person or company who enters into a contract with the Company for the parking of a vehicle at the Car Park, whether by purchasing a car park pass or otherwise, does so on behalf of himself and all other persons having any proprietary possessory or financial or material interest in the vehicle and its contents.

9. **MOVING AND RE-LOCATION OF VEHICLES**

- a) The Company reserves the right to move the vehicle within the Car Park by driving or otherwise to such an extent as the Company its servants may in their discretion think necessary to avoid obstruction or for the more efficient arrangement of its parking facilities or for the maintenance and repair to its facilities at the Car Park.
- b) The Company additionally reserves the right where the Car Park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency to remove any vehicle at any time to any other reasonably convenient Car Park or site within the control of the Company.
- c) To the extent that it may become necessary to do so in the exercise of the rights conferred upon the Company under this condition, the Company its servants or agents shall have the right to drive or otherwise take the vehicle on the public highway.

10. **LIENS**

Every vehicle in the Car Park is subject to a lien for all 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 to be in existence whenever the vehicle is in the Car Park, notwithstanding that it may from time to time have been removed from the Car Park. If the said lien is not satisfied by the payment, within 14 days of notice given by the Company of its intention to sell the vehicle in default of payment, the Company may sell the vehicle by auction or otherwise and the proceeds of sale may be applied in and towards satisfaction of all sums owing to the Company by the customer together with the expense of the sale, and in connection with such sale the Company shall be entitled to charge reasonable garage charges in respect of the period during which the vehicle is in the possession of the Company. Any balance of purchase price remaining after satisfaction of such sums shall be held by the Company on behalf of the registered keeper 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 keeper at his last known address, whether or not the same is actually received.

11. **TARIFF**

Parking fees shall be as indicated from time to time in an Airport General Notice or Managing Director's Notice.

12. **PROHIBITED ACTIVITIES**

- a) No vehicle shall be towed into the Car Park and no work on or cleaning of vehicles by customers or their agents shall be done in the car park.
- b) No activity in connection with the selling, hiring or other disposal of the vehicle shall be carried out in the Car Park.

13. **DEFINITIONS**

- a) "the Company" shall mean Glasgow Airport Limited whose registered office is at Administration Building, St. Andrew's Drive, Glasgow Airport, Paisley, Renfrewshire PA3 2SW.
- b) "vehicle" shall mean the vehicle which is received into the Car Park and shall include any mechanical device on wheels, tracks, its equipment and accessories.
- c) "customer" shall mean any individual who has, by dint of a valid car park pass, the right to park in a car park and, where appropriate in respect of providing payment for such a car park pass, that individual's employer.

14. **VARIATION OF THE TERMS AND CONDITIONS**

No person has any authority to vary or alter these Terms and Conditions unless such variation is in writing under the hand of the Company's Managing Director or nominated representative.