

SELECT AIRPARKS LIMITED

**SELECT AIRPARKS LIMITED company number 11355096
operating as “Happy Days Parking” brand name.**

Definitions 'The Car Park'

Shall mean the car parking facilities and secondary car parks operated by SELECT AIRPARKS LIMITED company number 11355096.

'The Company'

Shall mean ,SELECT AIRPARKS LIMITED, Company number 11355096 whose registered office is at 29 Belmont Road, Uxbridge, United Kingdom, UB8 1QS.

'The Customer'

Shall mean the driver of the Vehicle to whom the booking confirmation reference number (the contract) is issued.

'The Staff'

Shall mean the Company's staff employed for the purposes of meeting customers and driving their cars to and from the airport and the Car Park.

'The Vehicle'

Shall mean the Vehicle which is received into the Car Park, including its equipment and accessories.

Meet & Greet

Shall mean at a pre booked date & time the vehicle will be collected from / returned to the stated Airport departure terminal by our staff.

Park & ride

Shall mean the vehicle is left at our car park, for agreed dates and times, and with the customer being transferred to the Airport Terminal via our bus service. On return the customer is collected by our bus service and transferred to our Car Park.

1. Security

The Company makes strenuous efforts to ensure that the Car Park is secure and that the Customer's Vehicle is driven safely to and from the airport and between sites, however the Company cannot guarantee the security of the Vehicle nor its contents nor your belongings nor your personal safety. It is the Customer's responsibility to ensure that the vehicle Booking Reference number found on their confirmation document is kept in the Customer's safekeeping.

The Company cannot be held responsible if the Booking Reference number is presented to the Company by a third party who uses it to fraudulently take delivery of the Vehicle.

2. Bookings & Service

Bookings through our website or Consolidators are deemed to be made final confirmation of the booking has been sent via email. All terms and conditions are deemed to have been accepted at the point confirmation is made. Whilst every effort is made to ensure that collections and deliveries of the vehicle are made at the requested times, we do not accept any responsibility for delays of its service, caused as a result of circumstances beyond our control, such as traffic congestion, delayed flights, road accidents, security alerts, severe weather conditions, luggage delays and immigration delays. This list is not exhausted.

3. Force Majeure

Happy Days Parking and SELECT AIRPARKS LIMITED does not accept liability for any cancellation, curtailment or otherwise caused by reason of war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural and nuclear disaster, fire, adverse weather conditions or technical problems to transport, closure or congestion of airports, cancellation or changes of schedules by airlines, and all similar events beyond its control. Further Happy Days Parking and SELECT AIRPARKS LIMITED cannot accept responsibility where the performance or prompt performance of this contract with you is prevented or affected as a result of such circumstances beyond our or your control. No refund in full or in part will be made as a direct result of the above.

4. General

The Vehicle left with the Company must be in a roadworthy condition, be taxed and hold a current MOT certificate, if applicable. The Company reserves the right to move the Vehicle within or outside the Car Park by driving to such extent as the Company thinks necessary for the efficient arrangement of its parking facilities at the Car Park. Ignition keys to the Vehicle must be left in the Vehicle at the time of handing it over to the Driver. The Customer agrees that it will be necessary in the exercise of the rights conferred upon the Company under this condition for the Driver to have the right to drive or otherwise take the Vehicle on the public highway.

5. Cancellations and Curtailment

A booking may be cancelled up to 24 hours prior to the date for which service has been booked, and a full refund less £20.00 administration cost will be made.

No refunds will be given for any cancellations or non-use of our service made within 24 hours of the day of travel. The Company reserves the right to change prices whether or not it gives notice of its intention to do so. Any customer wishing to curtail the length of stay for a service once that service has commenced will be liable to pay the fee for the whole of the service booked. Any alterations made within 24 hours of departure and during the duration of the stay will incur a charge of £20.00 for each and every amendment made. All amendments must be via email and will only be acknowledged once a confirmation email is received. No refund will be applicable in the case of "No Shows", or early returns. The Customer agrees to promptly pay the Company for all charges due or accruing from the Customer to the Company.

6. Payment

Increased duration of the stay will be debited from the Customer account and payment collected prior to the return of the vehicle. Any extended days will be charged at a daily rate of £15.00. Full payment of booked service is due prior to the commencement of the service. If your return time passes midnight from your actual paid booking date, and your car needs to be delivered after midnight, an additional charge of £25.00 is applied.

7. Exclusion and limits of our responsibility

Any vehicles parked by the customer personally at a Car park/Hotel do entirely at their own risk. Loss or damage covered by your own insurance. No vehicles will be covered for Theft/Fire/Flood /Malicious damage or any other intervening act of nature whilst the vehicle is parked in our custody. Any indirect /direct loss as a result of damage or loss to the vehicle (such as loss of earnings/missed flights etc.). We will not pay more than £20,000 for loss of or damage to the vehicle. We endeavour to deliver your vehicle back to you within 45 mins depending on traffic, weather conditions. We will not be held liable for any delayed or missed flights /car hire charges as a direct or indirect result of our service. We will not be responsible for any discolour of paintwork or dents or scratches that may become visible after a Car wash/rainfall. This is regardless if the dents or scratches or mentioned in this document or not. We are unable to accept vehicles that are fitted with a roof luggage box that do not fall under the height restrictions within the airport car parks. In the event of a customer booking the service with a vehicle fitted with a roof luggage box the Company will not accept liability for any damage. The internal condition of the car is not checked at any time and no responsibility is accepted for the interior condition. We will not be held responsible for any claims of any nature below £750.00 including any alleged dents, bumps, and scratches. We will not be responsible for any minor scratches or dents (whether marked on the document or not) which may not be possible to identify in confined times and weather conditions.

8. Liabilities and other Terms

Our insurance covers our legal liabilities.

Vehicles and moveable items which are left unattended are left at the Customer risk whilst the vehicle is in our possession. No claim for damage can be made unless that damage was brought to the attention of our representative upon collection of your vehicle on your return and written notification is given to you at the time. We accept no liability for mechanical, structural and electrical failure of any part of your vehicle including windscreens, glass chips, clutches, tyres and in particular alloy wheels howsoever caused. This list is not exhaustive. We accept no liability for any loss for any loss or damage whatsoever caused unless proved to be caused by the negligence of our employees. We accept no liability for any faulty keys, alarm fobs, house or other keys left on the car Key ring. In the event of vehicles not starting, we reserve the right to charge for our time. Only the Car Key should be given. In the event that the car acquires a puncture whilst in our possession (including slow punctures) we reserve the right to charge either to inflate the tyre or for the changing of the tyre. We do not accept liability for punctures whilst in our custody. In the event that the vehicle does not start due to a flat battery, we reserve the right to charge for our time in attempting to start the vehicle. We will not be held responsible for any consequences that may result as a direct result of us having to jumpstart your vehicle. We require the Customers to have a spare key for their vehicle, which would we require to be taken with the customer. During certain busy periods or lengthy periods of stay, your car may be parked in any one of our Secondary Compounds which could

be up to 15 miles away (one way), depending which terminal you have dropped your vehicle off. However, parts of the car parks are open to the public and, whilst staff have instructions to remove anyone not authorised to be on the premises, the Company cannot guarantee the security of your vehicle nor its contents. Please note the security level at these secondary compounds may not be at the same level as the main compound. In the event that your vehicle needs to be repaired as a result of our negligence, it must be carried out by our own approved organisation. It will be your responsibility to deliver and collect the car from the garage at your own cost. We will not authorise or agree for any works to be carried out by dealerships even in the event of the vehicle forgoing its warranty. The Company reserves the right to undertake repairs to your vehicle on your behalf in a manner which restores it to the condition in which it arrived at the car park.

9. Liens and agency

Every vehicle in the car park(s) or being serviced by the company is subject to a lien against all charges due or accruing from our customers to the Company, and a general lien for any and all monies due from the customer to the "company" such liens are in existence whenever the vehicle parks in the car park(s) even if the vehicle is removed and then comes back. If the said lien against the vehicle is not settled in full within the maximum of 28 days of notice given by the Company of the intent to sell the vehicle in default of payment. The company may sell the vehicle by auction or by any other means it seems fit and the monies from the sale may be applied in and towards the satisfaction of all sums owing to the company by the customer together with any other expenses incurred by the Company such as garage charges, admin fees and any legal proceedings incurred, any outstanding monies (balance) from the sale of the vehicle shall be held by the Company and will be reimbursed to the customer/registered owner of the vehicle. Notice of intention of afore said shall be deemed to have been reasonable and practicable and sufficient given by the sending of written notice by prepaid post, addressed and registered to the owner at his know/given address whether or not the aforementioned is actually received.

10. Customer Relations Procedure

If there any concerns or issues you wish to raise to investigate further, the following procedure needs to take effect: A written correspondence needs to be made via email / letter to our office
admin@happydaysparking.co.uk

(all correspondence details are available on the customer copy coupon receipt). A member of our customer relation's team shall endeavour to respond back to your query within a maximum of 14 working days. Please note that all matters shall be dealt with by writing. Any incidents/issues raised whilst picking or dropping your vehicle need to be made apparent to a Drivefly staff member of which would be reported/logged back to the Duty Manager. No acceptance of liability can be made until the matter is thoroughly investigated. Claims cannot be considered by the Company once the Vehicle has left the airport/Car Park having been returned by the Company Driver to the Customer, so please check the Vehicle before leaving the airport/Car Park. Should your Vehicle or its contents suffer damage or loss whilst in the care of the Company you must immediately inform the Driver of the occurrence. In cases of theft, you must immediately inform the Police and notify your insurers promptly. Please ensure before handing your car over to the Company that all windows of your Vehicle are securely closed and do not leave anything of value in the Vehicle.

11. Changing the conditions.

These conditions will remain in force unless the change is made in writing directly with ourselves and with our written permission. Happy Days Parking and SELECT AIRPARKS LIMITED will not tolerate verbal or physically abusive behavior towards our staff, and reserve the right to withdraw our service should this occur, without compensation. Your contract shall be governed by English law and is subject to the exclusive jurisdiction of the English courts.