

# VALET PARKING TERMS AND CONDITIONS

## ALL CUSTOMERS ARE REQUESTED TO MAKE THEMSELVES AWARE OF THESE TERMS AND CONDITIONS

The Customer agrees to the following:

1. The Company shall, acting as bailee for the Customer, have custody of the motor vehicle, the registration of which appears on the front of this form ("the Vehicle"), until the Customer collects the vehicle, subject to the provisions of Clause 7.

2. The Customer shall pay the Company the total amount of charges shown on the front of this form (at the time of entering into this contract), together with such additional charges at the standard rates charged by the Company prevailing at the time together with such further charges to cover costs (reasonably) incurred by the Company in connection with the custody of the Vehicle. The Company shall have a general lien upon the Vehicle.

3. Whilst the Company shall, and shall take all reasonable steps to ensure that its servants or agents shall, take reasonable care of the Vehicle whilst in its custody (including without limitation where the vehicle is washed and cleaned), the Company shall not be liable for:

- a. damage to, loss of the Vehicle or any part of it or any of its accessories or any of its contents and/or
- b. any damage to any other property, arising from or in connection with the Company's custody of the Vehicle

Save where such liability is proved to arise, and only to the extent it is proven to arise, as a result of negligence, a criminal act or breach of statutory duty on the part of the Company or its servants or agents.

In addition, the Company accepts no responsibility or liability for any damage, however caused, resulting from or in connection with the seizure of the Vehicle by the police, HM Revenue & Customs or any other person lawfully authorised to do so.

The Company shall indemnify you for vehicle damage resulting from any proven act of negligence on the part of its staff.

4. The servants or agents of the Company have no authority to accept any valuables or other articles for safe custody and the Company will not be liable for any loss of or damage to any such articles which a Customer purports to leave in the safe custody or keeping of the Company, its servants or agents. Customers are requested to deposit their valuables in a safe deposit box or other secure place prior to leaving the Vehicle in the Company's custody.

5. The Company, its servants or agents may deliver the Vehicle to any person producing this document, but may require the holder to offer such other evidence of ownership of or right in the Vehicle as the Company, its servants or agents shall consider necessary. The Company may retain custody of the Vehicle until satisfied of the right of any claimant to receive delivery of it and until all charges have been paid.

6. Notwithstanding any demand or request to the contrary the servants or agents of the Company may drive the Vehicle whilst it is in the custody of the Company for the purposes of parking, cleaning or otherwise keeping the vehicle and the Company shall have the right to move the Vehicle to such a place as it shall reasonably deem necessary to enable the Company to assert its rights or fulfil its obligation under this agreement.

7. The Customer is obliged to collect the Vehicle within three calendar months of the date of this agreement unless otherwise agreed with the Company. The Company reserves the right to sell the Vehicle if it is not collected within this three month period and to deduct from the sale proceeds such amounts as are owing to the Company under this agreement. However, no such sale shall take place until the Company has sent a notice by recorded delivery mail to the Customer at the address shown on the front of this form stating its intention to sell the Vehicle. The Company shall sell the Vehicle if, after 28 days from the dispatch of the notice, the Vehicle has not been collected.

8. The Customer warrants that he is the owner of the Vehicle or has the power to deal with the Vehicle as if he were the owner. Every Customer who enters into a contract with the Company for the parking of a Vehicle at the Car Park does so on behalf of himself and all other persons having any proprietary possessory or other financial or material interest in the Vehicle and its contents.

9. The terms set out hereon constitute the whole agreement between the Company and the Customer in respect of the custody of the Vehicle, and the servants or agents of the Company have not authority to vary or add to these terms.

10. Where you have booked your valet parking in advance, you will also be bound by the terms and conditions of that booking service. If you have used BAA Advance to book your parking, the booking terms and conditions can be viewed at [www.baa.com/advance](http://www.baa.com/advance). For all other pre-booking services, please contact the booking agent you have used to obtain a copy of their booking terms and conditions.