

# Pre-booking Terms and Conditions.

## Birmingham Airport, Edinburgh Airport, Heathrow Airport, Gatwick Airport, Norwich Airport, Cardiff Airport and city centre car parks

All customers are requested to make themselves aware of these Terms and Conditions

### 1. Introduction

These Pre-Booking Terms and Conditions apply to all bookings for services made via [www.ncp.co.uk/airport-parking.htm](http://www.ncp.co.uk/airport-parking.htm) or [www.ncp.co.uk/london-parking.htm](http://www.ncp.co.uk/london-parking.htm) and all telephone bookings for parking made through our customer service line on 0845 050 7080.

All customers should read conditions 2 to 5 inclusive and condition 8, those customers utilising valet parking services should read condition 6 and those customers utilising park and ride services should read condition 7.

The Car Park Terms and Conditions relating to the use of the Car Park are displayed at each of our Car Parks and can be accessed at [www.ncp.co.uk/more/terms-and-conditions.htm](http://www.ncp.co.uk/more/terms-and-conditions.htm). The Car Park Terms and Conditions should be read carefully as they form part of these Pre-Booking Terms and Conditions.

These Pre-Booking Terms and Conditions contain important information and they specify those matters for which National Car Parks Limited does not accept responsibility.

### 2. Definitions

In these Pre-Booking Terms and Conditions:

- (a) "us" "we" and "our" means National Car Parks Limited whose registered office is at 6th Floor, Centre Tower, Whitgift Centre, Croydon, CRO 1LP;
- (b) "you", "your" and "customer" means a person who shall have entered into a contract for the parking of a Vehicle at the Car Park. All customers entering into a contract with us for the parking of a Vehicle at the Car Park, whether by purchasing a ticket or otherwise, will be considered to do so on behalf of themselves and all other persons with whom they hold themselves out as representing;
- (c) "Booking Line" means our customer service line on 0845 050 7080 or other published telephone number provided by us for customer service and bookings.
- (d) "Car Park" means any parking facility managed and/or operated by us provided for the parking of Vehicles;
- (e) "Car Park Terms and Conditions" means the general car park terms and conditions which form part of these Pre-Booking Terms and Conditions and are displayed at the Car Park and are accessible at [www.ncp.co.uk/more/terms-and-conditions.htm](http://www.ncp.co.uk/more/terms-and-conditions.htm);
- (f) "our representative" means any of our officers, agents and employees (acting in the course of business and within the scope of their duties towards us);
- (g) "Pre-Booking Terms and Conditions" means these terms and conditions including the Car Park Terms and Conditions;
- (h) "Vehicle" means any vehicle which enters into the Car Park and includes any mechanical device on wheels or tracks, its equipment, accessories and everything that may be left in or on it;
- (i) "Website" means [www.ncp.co.uk](http://www.ncp.co.uk) and all other URLs operated by us; and
- (j) "Valet Parking Reception Area" means the area provided for the operation of the valet parking service.

### 3. Agency

You acknowledge that you enter into this contract with us on the basis of these Pre-Booking Terms and Conditions and the Car Park Terms and Conditions not only on behalf of yourself, but also on behalf of any passengers in the Vehicle and the legal owner of the Vehicle. This means that we may enforce these Pre-Booking Terms and Conditions against you or any passenger or the legal owner of the Vehicle. Equally, you, any passenger and the legal owner of the Vehicle can enforce these Pre-Booking Terms and Conditions against us.

### 4. Tickets

- 4.1 When you book car parking via the Website or Booking Line you will be given a unique booking reference number ("Booking Reference") via email.
- 4.2 The booking you make is non-transferable either from you to someone else or between different Car Parks.
- 4.3 The booking you make is valid only for the times, dates, price, Car Park, terminal (if relevant) and airport specified in your booking.
- 4.4 Car parks are priced per 24 hour period or part thereof. Prices are subject to change and quotes provided are valid at the time of booking only.
- 4.5 The number of "days" (24 hour periods) charged for when you pre-book is calculated on the basis of the times you select when making your booking. However, if your actual entry and exit time changes from that specified in your booking and as a result your actual time in the Car Park runs into another 24 hour period over and above that booked, you will be liable for an additional day's charge at the drive-up tariff as displayed on the tariff board at the Car Park, and this amount must be settled before you leave the Car Park. The duration of the Vehicle's stay within the Car Park will in such circumstances be finally determined by us. The terms of this paragraph 4.5 apply irrespective of the reason why you are late back into the Car Park unless your delayed return is caused directly by our negligence.
- 4.6 When you enter and exit the Car Park, it is imperative that you follow the instructions you have been issued with in your booking confirmation. Please be aware that some Car Parks use a number plate recognition service and as such if your number plate is not recognized or is not consistent with the number plate for which you have booked, you may not be allowed in.
- 4.7 If you are issued with a car parking ticket on entry to the Car Park, please retain this in a safe place as you may need it to exit. On exit please follow the instructions issued to you at the time of booking.
- 4.8 Should you wish to cancel or amend your booking or part of it you may do so via the Website or Booking Line.
- 4.9 We must receive notice of your cancellation at least 24 hours before the entry time and date specified in your original booking in order to consider a refund. If you do not give the required advance notice as stated, no refund will be given. We will not refund any call centre booking fees or credit card surcharges.
- 4.10 With the exception of bookings made for the Car Park at Norwich Airport, all cancellations made more than 24 hours before your scheduled entry time and date shall be subject to a £9.50 administration charge.
- 4.11 Where a change is required by you for a reduction in the number of days of your Car Park booking then, we must receive notice of your change to your booking at least 24 hours before the Car Park entry time and date specified in your booking. If you do not give the



required advance notice as stated, no refund will be given or if the change requires additional parking days to those indicated in your booking you will have to pay the full daily rate from time to time of the relevant Car Park.

- 4.12 No retrospective refunds will be made after the Car Park entry time and date of your booking (as detailed on your booking confirmation) if you have not followed the cancellation and/or changes to booking procedures set out in these Pre-Booking Terms and Conditions.
- 4.13 If a refund is due, it will only be made where you can provide us with a pre-paid Booking Reference. Refunds are only made to the original card on which payment was made.
- 4.14 If we cancel your booking for any reason within our direct control and not due to an event beyond our control then we will refund the amount we have received from your pre-booking on the card on which the payment was made.
- 4.15 No refunds will be made other than as expressly provided for in these Pre-Booking Terms and Conditions.
- 4.16 Where a product is "Non Flexible" terms 4.8 to 4.13 (inclusive) do not apply.

### 5. Variation of the Terms and Conditions

These Pre-Booking Terms and Conditions and any document referred to herein constitute the whole agreement between us and you. However, we reserve the right to amend these Pre-Booking Terms and Conditions at any time. Nothing said or done by any of our representatives is capable of varying these Pre-Booking Terms and Conditions.

### 6. Valet Parking

- 6.1 The terms and conditions printed on the reverse of the valet parking docket issued by our representative to you ("Valet Terms") with regard to your Vehicle shall apply to the provision of valet parking services to you. In the event of a conflict between the terms set out in paragraphs 6.2 to 6.5 below (inclusive) and the Valet Terms, the Valet Terms shall prevail.
- 6.2 You must comply with all directional signage and other instructions in when in the Valet Parking Reception Area.
- 6.3 We are responsible for ensuring that your Vehicle is driven carefully between the Valet Parking Reception Area and Car Park and within the Car Park and we, and our representatives, are insured for any loss or damage to your Vehicle which occurs as a result of the negligent driving of our representatives who are providing the valet parking service. As such, we will pay to you the cost of repairing any damage to your Vehicle which is caused by the negligent driving of our representatives while they are providing the valet parking service.
- 6.4 Except as set out in paragraph 6.3 above, we do not accept liability for damage to your Vehicle (whether caused accidentally or by way of vandalism) while the Vehicle is in the Car Park or Valet Parking Reception Area.
- 6.5 We do not accept liability for theft of or from your Vehicle unless you have entrusted the keys of the Vehicle to us and then only provided that the keys have been used in order to carry out the theft.

### 7. Use of coach/taxi service

- 7.1 You need to leave an appropriate amount of time to reach the terminal building from the Car Park using the coach/taxi service. Guides to the estimated transfer time (in normal traffic conditions) are set out on the Website, but in addition to this you should ensure that you factor in time to find a space and contact the coach/taxi service. We do not accept responsibility if you miss your flight or your airline check-in has closed because you have not left enough time to get from the Car Park to the terminal.
- 7.2 We will advise the coach/taxi service of the times and dates of departure and arrival provided by you at the time of booking. You will need to notify us at the time of booking of the number of passengers travelling with you.

- 7.3 If you intend to travel with infants requiring special child-safe seating or if you intend to carry outside luggage or sports equipment you will need to advise the coach/taxi service at least 24 hours in advance of your expected arrival time. The contact number for the coach/taxi service will be clearly marked on your booking confirmation.
- 7.4 On arrival at the Car Park you are responsible for calling the coach/taxi service and confirming your arrival. We will not provide telephone access for this service. The coach/taxi service will collect you from a suitable place within the Car Park. Upon return you must call the coach/taxi services within the baggage hall and the coach/taxi service will collect you from the designated area as described on your booking confirmation and will transport you to your Vehicle.
- 7.5 Please ensure that you remember to take all your luggage from the coach/taxi when you arrive at your terminal. We do not accept responsibility if you miss your flight or your airline check-in has closed because you have to recover luggage which you have left in the coach/taxi.
- 7.6 Coaches/taxis are designed to accommodate personal luggage only. Items that might cause a nuisance or danger including, but not limited to, large items which cannot be safely stored in the racks provided and live animals may be prohibited.
- 7.7 We do not accept liability for the lack of availability of the coach/taxi service, or for increased duration of transfer times from Car Park to the terminal building which are caused by, without limitation, exceptional volumes of traffic, road works or accidents.

### 8. General

- 8.1 Each of these Pre-Booking Terms and Conditions shall be construed separately, applying and surviving even if for any reason other provisions are held inapplicable or unenforceable in any circumstances.
- 8.2 Nothing in these Pre-Booking Terms and Conditions shall take away or modify any of your statutory rights or entitlements.
- 8.3 These Pre-Booking Terms and Conditions are governed by and shall be construed in accordance with English Law and any claims arising under them are subject to the exclusive jurisdiction of the English Courts.
- 8.4 We shall store, process and use all information regarding your personal details in accordance with the requirements of the Data Protection Act 1998. For further details on how we collect and use your information for marketing purposes please review our Privacy Policy at [www.ncp.co.uk/more/privacy-policy.htm](http://www.ncp.co.uk/more/privacy-policy.htm)
- 8.5 If any provision of these Pre-Booking Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Pre-Booking Terms and Conditions, and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 8.6 If a provision of these Pre-Booking Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

# Pre-booking Terms and Conditions

## Glasgow Airport BAA car park Terms and Conditions

All customers are requested to make themselves aware of these Terms and Conditions.

### Definitions

1. "we", "us" and "our" means [BAA entity] acting by its appointed agent, (Operator entity) ("Agent") by any style under which it trades. [BAA Limited is a company incorporated in England (Company Number: 1970855). The registered office of BAA Limited is 130 Wilton Road, London, SW1V 1LQ.]
2. "you", "your" and "customer" means a person who shall have entered into a contract for the parking of a Vehicle at the Car Park (whether they have booked in advance via any booking service, or not), or who is entitled to the use of a parking space under the terms of a lease or agreement for lease and takes such entitlement. All customers entering into a contract with us for the parking of a Vehicle at the Car Park, whether by purchasing a ticket or otherwise, will be considered to do so on behalf of themselves and all other persons with whom they hold themselves out as representing.
3. "Car Park" means any parking facility operated by us or our appointed Agent provided for the parking of Vehicles.
4. "our representative" means any of our officers, agents and employees (acting in the course of business and within the scope of their duties towards us) and any of our Agent's officers, agents and employees (acting in the course of business and within the scope of their duties towards us).
5. "Valet Parking Reception Area" means the area provided for the operation of the valet parking service.
6. "Vehicle" means any vehicle which enters into the Car Park and includes any mechanical device on wheels or tracks, its equipment, accessories and everything that may be left in or on it.

### Our Responsibilities and Liabilities

7. We have an obligation to you, in return for the parking charge or charges paid or to be paid by you, to provide a space in the Car Park, if one is available, in which to park a Vehicle for the time allowed based on the amount paid or to be paid, and where applicable, use of a courtesy transfer service.
8. We do not guarantee that there will be any vacant parking space at any particular time. Season tickets do not entitle the ticket holder to a particular space. We will do our best to keep enough spaces reserved for season ticket holders but cannot guarantee this at all times.
9. You should remember that the Car Park is a busy facility and open to the general public. We, through our Agent, take all reasonable precautions to exclude unauthorised persons from entering or using the Car Park and creating nuisance. We cannot exclude all unauthorised persons and therefore we cannot guarantee the security of your Vehicle or its contents.
10. We and our Agent (including without limitation where the Vehicle is washed and cleaned) will only accept liability in respect of:
  - a. any loss, misdelivery of or temporary failure to deliver, any Vehicle;
  - b. damages to or loss of any part of the Vehicle or any of its accessories or any of its contents; and/or
  - c. any damage to any other property, arising from or in connection with the Company's custody of the Vehicle

11. If it is proved to be caused by our or our representative's negligence, wilful discharge of duty, criminal act, breach of statutory duty, or the dishonesty of our representatives in the course of their employment with us. In any event such liability shall not exceed £100 per claim or series of related claims.
12. We do not accept liability for:
  - a. any indirect or consequential loss; or
  - b. any loss of profit, loss of enjoyment, loss of revenue, loss of data, or loss of earnings.
13. We or our Agent will only accept liability in respect of death, personal injury, loss or damage sustained by you or any other user, however it may be caused, if it is proved to be caused by our negligence, wilful discharge of duty or breach of statutory duty, or that of any representative in the course of their employment.

### Safety and Security

14. Please ensure that at all times your Vehicle is securely locked and where an alarm is installed it is activated unless a representative authorised to do so requests that the keys of the Vehicle are left in their custody.
15. When you have parked your Vehicle, it is your responsibility to:
  - a. lock your Vehicle securely;
  - b. fully close all windows of your Vehicle;
  - c. apply your handbrake properly;
  - d. engage any steering lock, alarm or immobiliser you have;
  - e. not leave any animal or person within your Vehicle; and
  - f. ensure that your possessions are placed in a locked boot and are not on display.We cannot be held responsible for any loss or damage whatsoever occurring to your Vehicle or possessions within it resulting from your failure to do these things.
16. Our representatives have no authority to accept any articles for safe custody and we will not be liable for any loss of or damage to any such articles which you purport to leave with us, our Agent or a representative. You must deposit your valuables in a safe deposit box or other secure place prior to leaving the Vehicle in our custody.
17. You must drive carefully and responsibly in the Car Park (and Valet Parking Reception Area). You must also ensure that any children and animals are properly supervised and are at all times accompanied when they are using the Car Park (and Valet Parking Reception Area). Please be aware of all vehicles in motion within the car park (and Valet Parking Reception Area).
18. You must comply with all directional signage and other instructions when in the Car Park (and Valet Parking Reception Area).
19. While we use reasonable endeavours to ensure that the Car Parks are secure, we do not guarantee that they are a secure environment.

### Use of the Car Park

20. Everybody who enters the Car Park is taken to agree, in return for the use of the Car Park in accordance with these Terms and Conditions, to be bound by and to comply with all of these Terms and Conditions. Where you have booked your car 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)) or can be obtained by calling 0844 3351 000. For all other advance booking services, please contact the advance booking service you used to obtain a copy of their booking Terms and Conditions.

21. Only the following people have permission to enter or remain in the Car Park:
  - a. our authorised representatives;
  - b. any owner of a Vehicle who comes into the Car Park to park it, or to collect and remove the Vehicle, provided that all charges due to us are paid before it is removed;
  - c. any passenger travelling in a Vehicle with the permission of its owner when the Vehicle is brought into the Car Park or who is intending to travel in the Vehicle, with the permission of its owner, when it leaves; and
  - d. any owner of a Vehicle, or person authorised by its owner, who requires access to the Vehicle while it is parked.
22. Permission is not given for vehicles of a type expressly excluded by notices at the entrance to the Car Park.
23. If you are not a person listed in Clause 21 above you have no permission to be in the Car Park. Any representative may require you to leave at any time and they are authorised if necessary to call for police assistance to have you removed.
24. If you have another reason to visit the Car Park or have an enquiry regarding a vehicle on the site you should approach a representative before entering the Car Park.
25. We are entitled to check whether anybody who is in the Car Park has permission to be there and a legitimate reason for being there. Your cooperation is appreciated as this can help to improve security.

#### **Contracting**

26. All customers entering into a contract with us for the parking of a Vehicle at the Car Park, whether by purchasing a ticket or otherwise, will be considered to do so on behalf of themselves and all other persons with whom they hold themselves out as representing, and each customer warrants their authority so to contract.

#### **Moving of Vehicles**

27. We or our representatives reserve the right to move any Vehicle within or outside the Car Park to whatever extent as we may deem necessary and sufficient to carry out the efficient management of our parking facilities. Vehicles parked otherwise than in a designated parking space may be towed away without notice and any cost of recovery will be charged to you.

#### **Car Park Tickets**

28. All tickets issued by us are only available for the Vehicle in respect of which it is issued. Car Park Tickets, season tickets or other special tickets as well as tickets issued on entry, do not entitle you, unless otherwise agreed by us in writing, to any specific space in the Car Park nor is there any priority over other customers. Season tickets or other special tickets remain our property to be returned to us upon expiration.
29. If you have been issued with a valid parking ticket and are unable to produce this upon request, we and our representatives reserve the right to make all enquiries deemed to be necessary and reasonable prior to the release of the Vehicle. Non production of a valid parking ticket may lead to delays. All lost tickets will be charged at full daily rate or in accordance with any other policy in operation from time to time.

#### **Parking Contravention Charge Notices**

30. We and our Agent have a responsibility for the enforcement of

parking which is essential for the free flow of traffic and for safety. Restrictions on where you may park will be indicated on signage displayed in the Car Park or by markings on the ground and it is your responsibility to check that your Vehicle is not parked such that it is in breach of any restriction.

31. We and our Agent may issue Parking Contravention Charge Notices for breaches of the restrictions, including but not limited to, parking:
  - a. in an area in the Car Park not specifically designated for parking, or in a restricted area in the Car Park;
  - b. beyond the bay markings in a single designated Car Parking bay; and
  - c. a Vehicle in a bay reserved for another purpose, including but not limited to:
    - d. in a disabled person's parking space without clearly displaying a valid disabled person's badge belonging to yourself or another occupant of the vehicle;
    - e. a motor-cycle anywhere in the Car Park, other than in a designated for that purpose; and
    - f. a low sided-vehicle in a designated high sided vehicle bay.
32. Details of the procedure in force for paying a Parking Contravention Charge Notice or appealing against the issue of a Parking Contravention Charge Notice are set out on the back of each Parking Contravention Charge Notice.

#### **Abandoned Vehicles and Liens**

33. If you intend to leave your Vehicle in the Car Park for more than 28 days we recommended that you notify us in writing of your intention to do so. We reserve the right to sell any Vehicle which we reasonably believe to have been abandoned and shall be entitled to regard as abandoned any Vehicle which has been in the Car Park for more than 28 days without prior notification. Please be aware that an abandoned Vehicle will be subject to a lien as set out in Clause 34 below and we may follow the procedures set out in Clauses 35 to 39 in respect of such a Vehicle.
34. Every Vehicle in the Car Park (whether or not it has been abandoned) is subject to a lien for all parking charges due or accruing due from the customer to us, and a general lien for all and any monies due from you to us. Such liens will be in existence whenever the Vehicle is in the Car Park, notwithstanding that it may have been removed from the Car Park from time to time.
35. If the lien is not satisfied by payment, within 28 days of a notice given by us of our intention to sell the Vehicle, we may sell the Vehicle by auction or other method. The proceeds of the sales may be applied in and towards satisfaction of all sums owing to us by the owner, together with the expense of such a sale. In addition, we may charge reasonable storage charges in respect of the period during which the Vehicle is in our possession, as well as those charges set out in Clauses 36 and 37. Any balance of the purchase price that remains after satisfaction of such sums will be held by us on behalf of the registered owner of the Vehicle. Any balance will be paid over to the registered owner of the vehicle on proof of entitlement.
36. The notice mentioned above shall be deemed to have been properly and sufficiently given by the sending of written notice by recorded delivery post, addressed to the registered owner at their last known address, whether or not the notice is actually received.
37. In order to exercise our lien, we have the right to put a clamp on the Vehicle concerned and to charge a de-clamping fee for removing the clamp. Wheel clamps are our property. Anyone damaging or removing a clamp without authority will be reported to the police.
38. While the Vehicle remains in the Car Park, parking charges will continue to apply at the current daily rates and will also be added to any earlier outstanding charges (including any de-clamping charge) which must be paid before the Vehicle is released.

39. Our rights of disposal set out above are in addition to any of our rights to dispose of unclaimed Vehicles under the Torts (Interference with Goods) Act 1977.

#### **Parking Charges**

40. All parking charges (except in relation to advance bookings) are displayed from time to time on the appropriate tariff boards displayed in the Car Park and can be altered at our discretion. Any charges will be applied immediately when the rates displayed on the tariff boards are changed.
41. Payment may be made with cash, debit or credit cards or other electronic or telephonic means where available. Only cash transactions are available at all locations. If cheque payments are accepted at a particular location, cheques must be accompanied by a valid banker card covering the value of the transaction. Other proof of identity or address may be required.

#### **Prohibited Activities**

42. You are not allowed to tow or have towed a Vehicle into a Car Park.
43. You are not allowed to spend an excessive amount of time (as determined by us) in your Vehicle whilst it is parked in the Car Park this includes sleeping in your Vehicle or staying overnight in a Vehicle.
44. You are not allowed to park anywhere except in a marked bay.
45. The following activities are not permitted at any time in the Car Park:
- conducting any service work, cleaning (unless carried out by our employee or Agent) or repairs to the Vehicle;
  - partaking in any business activity in connection with selling, hiring or other disposal of the Vehicle;
  - filling or emptying of fuel tanks;
  - misusing or damaging any facilities in the Car Park;
  - driving dangerously or too fast;
  - making unnecessary noise, including playing music in any way that annoys other users of the Car Park or people who live or work nearby;
  - filming or taking photographs;
  - cooking or lighting fires;
  - using the full facilities of a camper van, including but not limited to the toilet, bathroom and kitchen;
  - doing or attempting to do anything which is a criminal offence.
46. Permission to use the Car Park is automatically withdrawn if you or your passengers or anyone else under your control do any of the things prohibited in these Clauses 42-46.

#### **Use of Coach Service**

47. You need to leave an appropriate amount of time to reach the terminal building from the Car Park using the coach service. Guides to the estimated transfer time (in normal traffic conditions) and the frequency of buses are set out on the relevant website, but in addition to this you should ensure that you factor in time to find a space and walk to the relevant coach stop. We do not accept responsibility if you miss your flight or your airline check-in has closed because you have not left enough time to get from the Car Park to the terminal.
48. Coaches are marked with their destination, which in a multi-terminal airport may be one terminal or all terminals. Please take care to ensure that you board the correct coach.
49. The estimated frequency of the arrival of coaches (in normal traffic conditions) is set out at coach stops and on the Website.
50. Please ensure that you remember to take all your luggage off the coach when you arrive at your terminal. We do not accept

responsibility if you miss your flight or your airline check-in has closed because you have to recover luggage which you have left on the coach.

51. Coaches are designed to accommodate personal luggage only. The Company may prohibit the carriage of items that might cause a nuisance or danger to the coach or other customers including, but not limited to, large items which cannot be safely stored in the racks provided and live animals.
52. We do not accept liability for increased duration of transfer times from Car Park to the terminal building which are caused by, without limitation, exceptional volumes of traffic, road works or accidents.

#### **Reporting of Incidents and Claims**

53. If you suffer loss of, from or damage to your Vehicle whilst in the Car Park or sustain any personal injury you should ensure that:
- you immediately report the incident to the staff;
  - if theft is involved, you report it to the police immediately; and
  - your insurance company is notified promptly.
54. If you wish to make a claim against us or the Agent you must ensure that within 48 hours full details of the occurrence is received by the Agent either through the head office or the location manager. Before submitting this claim please ensure that the claim falls within the Agent's or our area of responsibility – see Clauses 7-13 "Our Responsibilities and Liabilities" above.
55. Failure to comply with the above procedure may prejudice your claim.

#### **Force Majeure**

56. We do not accept liability for any cancellations, curtailments or otherwise caused by reason of war or threat of war, riots, civil strife, terrorists 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 our control. Further, we 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.

#### **Non-Exclusion**

57. Nothing in these Terms and Conditions shall take away or modify any of your statutory rights or entitlements.

#### **Variations of the Terms and Conditions**

58. These Terms and Conditions constitute the whole agreement between us and you. However, we reserve the right to amend these Terms and Conditions at any time.

#### **General**

59. These Terms and Conditions are governed by and shall be construed in accordance with English Law and any claims arising under them are subject to the exclusive jurisdiction of the English Courts.
60. If any provision of these Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms and Conditions, and the validity and enforceability of the other provisions of this agreement shall not be affected.
61. If a provision of these Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.