

## **1 Introduction**

- 1.1 These terms and conditions ("Terms") apply to all bookings for services made via <https://www.invernessairport.co.uk/car-parking/> and all URL's operated by Highlands and Islands Airport Limited (together referred to as the "Website") as well as in person tickets on entry.
- 1.2 The Website is owned by Highlands and Islands Airport Limited (Company Number: SC097647) which is incorporated in Scotland. The registered office of Highlands and Islands Airport Limited (Company Number: SC097647) is Head Office, Inverness Airport, Inverness, IV2 7JB.
- 1.3 In these Terms "you" and "your" refer to any person who either makes an advance booking via the Website or otherwise pays for car parking, and "we", "us" and "the Airport" refer to Highlands and Islands Airport Limited. The contract for car parking is made between you and Highlands and Islands Airport Limited. "Car Park" refers to any Inverness airport car park.
- 1.4 The VAT number for Highlands and Islands Airport Limited is 945667772.
- 1.5 If you have any questions, queries or complaints relating to these Terms, please contact us either by email on [infoinv@hial.co.uk](mailto:infoinv@hial.co.uk) or call us on 01667464000.

## **2 Use of the airport car park**

- 2.1 We reserve the right to refuse admission to the Car Park for any reason.
- 2.2 You may only use our Car Park for the purpose of parking your vehicle. Use for any other purpose (including business activities, or to stay or sleep in) are strictly prohibited.
- 2.3 The parking tariff, which may be varied from time to time, is payable by you and displayed on the signage at the Car Park and on our website at [Airport Information for Inverness Airport – Parking - Highlands and Islands Airports Limited \(hial.co.uk\)](#).
- 2.4 You are obliged to pay the tariff required and comply with the instruction on the signage along with these Terms. Failure to comply with these Terms and those on the signage may result in us issuing you with a parking charge notice.
- 2.5 We reserve the right to move vehicles using whichever methods appropriate, where it is necessary for the purposes of safety to persons and/or property, and to avoid obstruction at the Car Park.

## **3 Booking and payment**

- 3.1 In return for payment, we will provide a car parking space in the Car Park you chose on arrival or as part of your online booking.
- 3.2 You are required to pay the parking tariff either online in advance or in person upon exit.

- 3.3 You can purchase car parking online in advance of your stay.
- (a) You will pay the cost for the booked period of the price paid on our Website when the booking was made.
  - (b) You will pay in advance using any debit or credit card.
  - (c) You may extend your booking online in advance. Failure to do so will result in charges for any additional time parked.
  - (d) Where you book online, you accept the Terms and Conditions at the point of payment.
- 3.4 You can also arrive at the airport without booking and take a ticket upon entry to our Car Park.
- (a) You will be charged drive-up rates as shown on our signs at the entrance to our Car Park.
  - (b) You will be ticketed on entry and all costs will be displayed at entry/exit barriers on car park signage and at all payment machines.
  - (c) You are required to retain your ticket in a safe place, as you will need it to exit and pay.
  - (d) You can pay at any of our machines in and around the Car Park, using the ticket issued on entry to pay for the parking upon exit.
  - (e) You may pay by credit or debit card.
  - (f) Failure to keep and show your ticket, and pay for your parking, may result in prevention from exiting the Car Park.
  - (g) In entering the Car Park, you are understood to have accepted the Terms and Conditions.

#### **4 Terms of cancellation and amendment**

- 4.1 The booking you make is only valid for the times, dates, price, car park, terminal and airport specified in your online booking.
- 4.2 In the unlikely event there are no spaces in the relevant car park when you arrive, we will provide an equivalent or improved space in another car park.
- 4.3 We do not accept liability for any failure to perform our obligations due to an event that is beyond our reasonable control. A non-exhaustive list of events includes emergency, war, terrorist threat, natural disaster and extreme weather conditions. In such circumstances, we may cancel or amend your booking.
- 4.4 Where any booking amendment results in a price difference, the amount will be either deducted from or refunded to the card used for payment.

- 4.5 You can amend the following details through the 'Manage my booking' section of our Website: You can also call us on 01667464000 or email us at infoinv@hial.co.uk.
- 4.6 If we are required to cancel your booking for a reason out with our direct control, you will receive a full refund for the amount paid on pre-booking, refunded to your payment card.
- 4.7 In the event that you wish to amend your booking, you can amend your booking details online up to 24 hours in advance of your booking start time. Where your booking has a cancellation fee, this will be deducted from the refund amount.
- 4.8 If your booking is not used, we cannot issue a refund and your booking cannot be transferred or sold to other people.

## **5 Parking contraventions**

- 5.1 In order for us to effectively manage our Car Park, you must:
- (a) comply with all signs in the Car Park, as well as these Terms.
  - (b) park within the limits of the marked bay.
  - (c) not park in a bay designated for a specific purpose unless entitled to do so (e.g. parking in a space for disabled persons without an appropriate disability badge displayed).
  - (d) pay all amounts due and comply with the requirements of Terms.
- 5.2 If you do not comply, we may require you to pay unpaid charges with an amount representative of additional expenses incurred by your actions. All details on the amount due, deadline to pay, consequences of failure to pay, and appeals will be set out in a notice issued to you.
- 5.3 The use of this Car Park is also regulated by traffic orders and byelaws which are incorporated into these Terms. Penalties may be payable where there is failure to comply with both these Terms or the requirements or a traffic order or byelaw. Relevant notices will be displayed in the Car Park and we reserve the right to take enforcement action (including through court proceedings) for any breach where this is necessary.

## **6 Our responsibility to you**

- 6.1 We are not responsible for death or personal injury caused to you, or the loss, destruction or theft of any property in relation to use of our Car Park. It is your responsibility to ensure the safety and security of your person (and any persons under your supervision) and vehicle when using our Car Park.

## **7 Safety and security of vehicles**

- 7.1 It is your responsibility to obey traffic laws within the Car Park and to immediately report any accidents you may witness to us.

- 7.2 Unless in the case of an emergency where you are instructed otherwise by our staff, ensure your vehicle is securely locked and all windows closed, valuable items are not left in your vehicle made visible to others and any alarms are engaged. We are not responsible for any consequence or loss resulting from any failure to effectively secure a vehicle.
- 7.3 While use of CCTV may act to deter criminal activity, HIAL makes no representation on coverage of CCTV systems or guarantee as to the safety or security of your vehicle.
- 7.4 If your vehicle is damaged while in our Car Park, we will only be responsible for any damage caused to your vehicle to the extent that it was our fault.
- 7.5 Where damage is caused by a third party, for example where theft has occurred, this is a matter between you and the third party. Where it is appropriate to do so, it is your responsibility to report any incident of theft or accidental damage to your insurance company and/or the police.

## **8 Abandoned vehicles**

- 8.1 We are entitled to regard as abandoned any vehicle left in the Car Park for more than 28 days without prior notification, where the parking is not covered by a valid booking.
- 8.2 We reserve the rights to engage and/or permit a third party to remove and to sell any abandoned vehicle. Before proceeding to dispose of an abandoned vehicle, we will take the following actions:
- (a) make reasonable enquiries to identify the registered keeper of the abandoned vehicle.
  - (b) where the registered keeper is known, to inform them of the intention to proceed with a sale where the vehicle remains unclaimed.
- 8.3 Where we are unable to identify the legal registered keeper or the vehicle, we reserve the right to sell any abandoned vehicles by auction.
- 8.4 Any balance from sale proceeds remaining after satisfaction of any sums owing (including costs associated with keeping the vehicle and parking costs) will be held on behalf of the registered keeper of the vehicle. Where the registered keeper can present proof of entitlement within 3 months of the sale, the funds will be paid over to the keeper.

## **9 Data Protection**

- 9.1 The terms of our privacy notification will apply in relation to the use we make of your personal data.

## **10 Changes to Terms and Conditions**

- 10.1 We may make changes to our Terms and Conditions, where changes are made they will be in writing by an authorised representative of HIAL.