

# Standard Terms and Conditions ('Conditions') for Cophall Parking Gatwick Ltd (CPG)



# Cophall Parking Gatwick

Parking with a smile

The Conditions apply to all customers of CPG and must be read in conjunction with our Privacy Policy and the appropriate Additional Conditions depending on whether you are using our Park & Ride Service or our Meet & Greet Service, the terms for which are available to view on our website [www.cophallparking.co.uk](http://www.cophallparking.co.uk) and are hereby incorporated into these Conditions.

## 1. Definitions and Contract Formation

1.1 The following terms shall have the following meanings: **'Additional Conditions'** the additional standard terms and conditions of CPG for the Park & Ride Service and the Meet & Greet Service; **'booking'** a request for the Services completed and submitted by you or on your behalf; **'booking confirmation'** the confirmation issued by us of your booking which shall include a reference number, the parking period dates and the price to be paid by you; **'car park'** the car park located at the Premises; **'Meet & Greet Service'** the service by which we meet you at the Gatwick airport terminal to collect and deliver the Vehicle; **'Minibus'** the vehicle on which we will transport you from the car park to the airport; **'CPG', 'we', 'us', 'our'** Cophall Parking Gatwick Limited (a company registered in England and Wales under number 5648696) whose registered office is at the Premises; **'Park & Ride Service'** the service by which you drive the Vehicle to the car park; **'parking period'** the parking period inclusive of the dates shown on the booking confirmation; **'Party'** each of you and us; **'Premises'** Cophall Farm, Effingham Road, Copthorne, West Sussex, RH10 3HZ; **'Privacy Policy'** the terms relating to the use of personal information submitted by you; **'Services'** the provision of parking services by CPG; **'Vehicle'** the vehicle details of which appear on the booking confirmation; **'Website'** [www.cophallparking.co.uk](http://www.cophallparking.co.uk); **'you'** the customer whose name appears on the booking confirmation whether or not that person made the booking or is the Vehicle owner;

1.2 The submission by you or an agent on your behalf of a request to use the Services, whether made by telephone or email or the Website, constitutes an Offer and no contract shall come into force until we have confirmed our Acceptance of an Offer by issuing a booking confirmation to you or your agent. All such contracts are subject to the Conditions and the appropriate Additional Conditions and shall commence from the date of the Acceptance by us (the "Commencement Date").

1.3 CPG reserves the right not to accept a booking.

1.5 No variation of or addition to the Conditions or the Additional Conditions is effective without CPG's written agreement. We reserve the right to amend the Conditions and the Additional Conditions from time to time and shall always have the latest versions on the Website.

## 2. Cancelling a booking

### 2.1 Cancellations/Amendments Procedure

If you need to amend or cancel your booking please contact us either via phone or email. You can call us on 01342 712779, we are open 24 hours a day, 7 days a week or alternatively our email address is [reservations@cophallparking.co.uk](mailto:reservations@cophallparking.co.uk). Please quote your Booking Reference Number when you contact us.

Please check all your booking details on receipt of the booking confirmation. Cophall Parking Gatwick cannot be held responsible if you or your booking agent have not advised us of any amendment that is required. All your details will be checked and re-confirmed again on your arrival.

For cancellations please include your booking reference number and address details. For booking amendments please include your reference number and details of required changes.

2.2 You may cancel a booking for any reason, including not accepting the Conditions, up to 24 hours before the parking period begins and you will receive a full refund.

2.3 If you cancel a booking within 24 hours of the parking period beginning or alternatively you do not arrive at the car park, we will charge you the full parking fee for the whole parking period less any net income we receive for any portion of the parking period for which we are able to find another customer or customers.

2.4 Cancellations must be in writing either by post (Attn: Reservations, Cophall Parking Gatwick, Effingham Road, Copthorne, West Sussex, RH10 3HZ) or by email ([reservations@cophallparking.co.uk](mailto:reservations@cophallparking.co.uk)). We will treat cancellations sent by first-class prepaid post as received by 10 am on the second working day after posting. We will treat cancellations sent by second-class prepaid post as received on the third working day after posting.

2.5 For the purposes of conditions 2 and 3, the parking period begins at one minute past midnight on the first day of the parking period.

## 3. Prices and payments

3.1 All payments to CPG must be made in pounds sterling and the amount to be paid by you will be the price stated in the booking confirmation (except in the case of manifest error) no matter what prices we may quote elsewhere or in any promotional offer.

3.2 You can pay for the parking period using an approved payment card when you make the booking.

3.3 If there are any extra charges due, you must pay these in full either before you leave the car park if using the Park & Ride Service or before handing over the Vehicle keys if using the Meet & Greet Service.

3.4 Parking outside of the booked parking period will be charged at the daily parking charge, the daily parking charge at the time of arrival may differ from the daily rate at the time of booking.

3.5 Payment for a booking made by telephone or on the Website can only be made using MasterCard, Visa Debit, Visa Credit.

3.6 If payment by card is declined CPG reserve the right not to fulfil your booking.

3.7 If your payment is for any reason cancelled while the Vehicle is at the car park we reserve the right to retain possession of the Vehicle until all due charges have been paid.

3.8 If you do not collect the Vehicle within 2 months of the end of the parking period we reserve the right to sell the Vehicle and deduct all our due charges from the proceeds of sale, which may include any costs of sale and parking charges until the date of sale. Any balance of the proceeds of sale will be held by us on behalf of the registered owner of the Vehicle and paid over upon satisfactory proof of identity of the owner. We will make reasonable endeavours to identify and contact the registered owner of the Vehicle and give 21 days written notice of our intention to sell the Vehicle to the last known address of the registered owner. We may sell the Vehicle by auction or by such other method as we deem appropriate.

3.9 All prices are quoted in Pounds Sterling including VAT.

3.10 When a booking is made using an overseas credit card the card issuer will debit your account in your local currency at the exchange rate applicable on the date of processing. A conversion charge and other charges may be applicable.

3.11 There are currently no fees applied by CPG to payments made either by Debit or Credit card.

## 4. Our responsibilities

4.1 We will accept legal responsibility for damage to the paintwork or bodywork of your Vehicle if you can prove that it was caused by us. You will not have to prove this if you have a vehicle inspection report (see condition 6.1.7) prepared and the damage is not recorded on it.

4.2 We will not be able to accept claims of damage that are inconsistent with that which may normally occur in our car park.

## 5. Exclusion and limits of our responsibility

5.1 We will not accept legal responsibility for any of the following except for incidents that can be shown to have been directly caused by our negligence:

5.1.1 Loss or damage covered by your own insurance;

5.1.2 Personal property left in the Vehicle or Minibus or left unattended at any time at the Premises;

5.1.3 Transport delays between the car park and Gatwick airport caused by traffic congestion, Minibus breakdown, weather or any other cause beyond our control;

5.1.4 Loss of or damage to the Vehicle arising from mechanical or electrical failure, self-locking, pollution, terrorism, natural disaster, damage by vandals, criminal activity and other matters outside our control;

5.1.5 Any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by you of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill, save for any reasonably foreseeable loss;

5.1.6 Significant delay in making the Vehicle available for collection if this is before the end of the parking period.

5.2 Nothing in the Conditions will exclude, restrict or limit any liability of CPG for death or personal injury caused by our negligence; or any other liability if and to the extent that it cannot be excluded, restricted or limited by law.

## 6. Your responsibilities

### 6.1 Vehicle condition

6.1.1 We may photograph or video the Vehicle when it enters and leaves the car park or upon collection at Gatwick airport or after damage is reported. We will report any fraudulent claims to the police. If you require us to provide you with any images from our CCTV we do have the facility to make this available to you but a nominal administration fee of £10.00 will apply as per the Information Commission Office's guidelines

6.1.2 You must make sure that, at the beginning and end of the parking period, the Vehicle is in a legal and roadworthy condition for driving on public roads. This includes a valid and current tax licence disc and motor insurance being present on your Vehicle. You must not leave any dangerous, toxic or illegal substances in the Vehicle, we reserve the right to remove and dispose of any such substances.

6.1.3 If at the end of the parking period the Vehicle will not start, we will move the Vehicle to a return bay. Due to the requirement to move other vehicles from the parking row your Vehicle will be parked in, one of our trained employees will make one attempt to start the Vehicle using an anti-surge starter pack to be able to move the Vehicle to a return bay. If we are unable to start the Vehicle we will push the Vehicle into a return bay and when you return, you will need to contact a breakdown company. You will have to pay any costs involved. If your Vehicle does not start, you must arrange for it to be removed from the car park within 24 hours of the end of the parking period. After this time we will charge you the daily parking charge.

6.1.4 If we identify a problem with your Vehicle, we will attempt to contact you with the phone number you provided at the time of booking to make you aware of the situation prior to your return and if you wish us to we can contact a local garage to arrange for a mechanic to look at your Vehicle with a view to repairing it before your return. This is done at your risk and CPG accept no liability whatsoever for the advice given by the mechanic or any works that are undertaken. If your booking was made through a booking agent you will need to provide us with a mobile phone number for contact in this instance when you arrive at the car park or hand over the Vehicle keys at the airport.

6.1.5 You must not tow the Vehicle into the car park or carry out any work or clean the Vehicle in the car park. If it is the case you have broken down on route to Cophall Farm and your Vehicle arrives being towed or on a towing vehicle we will accept the Vehicle and it will remain in a returns bay until you return from your holiday. CPG accept no responsibility for repairing the Vehicle and it will be your responsibility to arrange for the Vehicle to be repaired. As per condition 6.1.3 you must arrange for the Vehicle to be removed within 24 hours of the end of the parking period. After this time we will charge you the daily parking charge.

6.1.6 You must inspect the Vehicle and report any damage to us on a report form either before driving out of the car park at the end of the parking period (for Park & Ride Service) or before accepting the Vehicle back from our driver at Gatwick airport (for Meet & Greet Service). Once you have left the Premises and driven onto the main public road (for Park & Ride Service) or have driven the Vehicle from where we delivered it at Gatwick airport (for Meet & Greet Service) CPG cannot accept any liability for any claims of damage and while your complaint will be investigated following the normal procedure we cannot accept any liability or reimburse costs incurred in the repair of the Vehicle.

6.1.7 If you ask and pay a £5 administration charge, we will arrange for one of our trained drivers to inspect the paintwork and bodywork of the Vehicle with you and record any damage on a Damage Report Form for your signature before we take the keys from you. We will complete a Damage Report Form free of charge on your Vehicle prior to us moving your Vehicle into the main compound behind the Reception, however unless otherwise requested this report will generally happen without you being present. You must let us know about any vehicle immobiliser, alarm, key fob control, automatic security feature or modification to the Vehicle (including any for disabled use) that might affect how it handles or operates. Failure to do so will result in CPG not being liable for any incident that may occur as a result of us not being informed.

6.1.8 You must turn off your radio/stereo before turning off your Vehicle on arrival at our Premises (for Park & Ride Service) or at Gatwick airport (for Meet & Greet Service). CPG are not liable for any adjustments which may be made to the radio stations controls, this is due to the possibility that adjustments to controls may occur accidentally by our trained drivers when your Vehicle is moved to the main compound.

6.1.9 You must check the driver's seat and the mirror positions when you reclaim the Vehicle as these are likely to have been moved by our trained drivers who will have adjusted them to their own requirements to ensure safety while driving and parking the Vehicle.

### 7. Reclaiming the Vehicle

7.1 If you reclaim your Vehicle before the end of the parking period, you will have to pay the parking fee for the whole parking period.

7.2 You must give us at least two hours' notice to make the Vehicle available for you to collect before the last day of the parking period.

7.3 We may refuse to return your keys to you if we believe either that you are not fit to drive or that the Vehicle is not in a legal or roadworthy condition.

## 8. Disabilities

8.1 If you have a disability and need special help, facilities or transport, please let us know when you make your booking.

8.2 We will take all reasonable steps to meet your needs if you have a disability. While our Premises is suitable for disabled access if it is the case you have chosen our Park & Ride Service and the Minibus is not suitable for your requirements we will offer you a free of charge upgrade to our Meet & Greet Service and one of our trained drivers will meet you at the airport and collect your car for you to return it to our Premises.

## 9. Keys

Do not leave any house or other keys on your car key ring or in the Vehicle as we will not accept them. Please also remove any other keyrings. We will only accept just the key for your Vehicle.

## 10. Complaints procedure

10.1 This procedure does not affect your right to take legal action.

10.2 If you believe your Vehicle has been damaged while in the car park you should:

10.2.1 Immediately make a member of staff aware before you leave the car park (for Park & Ride Service) or before accepting the Vehicle back from our driver at Gatwick airport (for Meet & Greet Service);

10.2.2 In the case of theft, report it to the police; and let your insurers know.

10.3 We will write or email and acknowledge a written complaint within seven working days of receiving it.

10.4 One of our Managers (or Shift Supervisors who will forward all details to Managers) will deal with your complaint in the first instance. You will be provided with a copy of our Complaints Procedure which will outline to you the process that will be followed.

10.5 As long as you can send us any extra information we may ask for and (if necessary) make the Vehicle available for inspection, we will make every effort to give you a written decision within 30 days of the date of your initial complaint.

10.6 If a complaint relates to damage to the Vehicle, you must allow us to inspect the Vehicle before repairs are carried out.

10.7 In the instance you have left the Premises and wish to make a complaint please send your complaint in writing, for the attention of the Customer Services Department either via post to the Administration Address or via email to [customerservices@cophallparking.co.uk](mailto:customerservices@cophallparking.co.uk).

10.8 All calls to us are charged at the rate agreed with your phone service provider. We may monitor calls.

## 11. Law and Jurisdiction

The validity, construction and performance of the Conditions and Additional Conditions shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts to which the Parties submit.

## 12. Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Conditions and Additional Conditions are not intended to, and do not, give any person who is not a party to them any right to enforce any of its provisions.

## 13. Entire agreement

The Conditions and Additional Conditions contain the whole agreement between the Parties and supersede and replace any prior written or oral agreements, representations or understandings between them. You confirm that you have not contracted with us on the basis of any representation that is not expressly incorporated into the Conditions and Additional Conditions. Nothing in the Conditions and Additional Conditions excludes liability for fraud.

## 14. Waiver

The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of the Conditions and Additional Conditions shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Conditions and Additional Conditions. The rights and remedies provided in the Conditions and Additional Conditions are cumulative and not exclusive of any rights and remedies provided by law.

## 15. Severance

Any complete or partial invalidity or unenforceability of a provision in the Conditions or Additional Conditions for any purpose shall not affect its validity or enforceability for any other purpose or the remaining provisions; but it shall be deemed to be severed for that purpose subject to such consequential modification as may be necessary as a result.

**Customer Service Number: 01342 712779**