

## TERMS AND CONDITIONS

### EXPRESS DROP OFF

These are the Terms and Conditions on which you as a registered keeper and /or driver agree to enter and use the express drop-off area.

It is important that you read and understand these Terms and Conditions as they explain your obligations and what Aberdeen International Airport Limited ("**AIAL**") do and do not accept liability for. The express drop-off area is neither a car park nor an area allocated for the parking of Vehicles.

The express drop-off area can only be used for dropping-off passengers. You must not leave your car unattended, and it may be removed if you do - see clause 4 below. The recommended maximum time in the express drop-off area is 10 minutes. Customers are strongly advised to use the short stay car park for stays in excess of 10 minutes or if intending to leave the vehicle unattended.

#### 1 Definitions

- 1.1 These Terms and Conditions use words that have specific meanings, as follows:-
  - 1.1.1. "**Byelaws**" means Aberdeen International Airport Limited Byelaws, a copy of which can be found on AIAL's website at <http://www.aberdeenairport.com/>.
  - 1.1.2. "**express drop-off area**" means the express drop-off area at the terminal forecourt at AIAL.
  - 1.1.3. "**Terms and Conditions**" means these Terms and Conditions.
  - 1.1.4. "**Vehicle**" means any Vehicle that enters the express drop-off area, including its equipment and accessories.
  - 1.1.5. "**We**", "**us**" and "**our**" means AIAL.
  - 1.1.6. "**Your**" and "**you**" means any person who enters the express drop-off area, whether or not they are the owner or the driver of a Vehicle.

#### 2 Binding effect of these Terms and Conditions

- 2.1 These Terms and Conditions are the terms and conditions on which you enter and use the express drop-off area. No other terms and conditions apply. Please see contact details below if you have any questions about these Terms and Conditions.
- 2.2 Our rights under these Terms and Conditions, and the enforcement of these Terms and Conditions, may be exercised and carried out by APCOA Parking (UK) Limited ("**APCOA**"), who manage the express drop-off area on our behalf.
- 2.3 Those who enter the express drop-off area are subject to these Terms and Conditions and, should any charges become attributable as a result of actions while within the express drop-off area, those charges will be the responsibility of the driver and the registered keeper and/ or driver of the Vehicle jointly and severally. In the event of a

contravention of the specified/notified Terms and Conditions we will contact the Driver and Vehicle Licensing Agency to obtain registered keeper details

- 2.4 These Terms and Conditions are governed by Scots law.
- 2.5 Nothing in these Terms and Conditions affects your statutory rights.

### **3 Tickets and Charges**

- 3.1 Tickets are not issued for use of the express drop-off area.
- 3.2 Charges for using the express drop-off area are displayed on our website, before you enter the express drop-off area and within it.
- 3.3 You pay for using the express drop-off area as you exit. The exit is controlled by barriers that will prevent you from leaving unless you pay the full amount due.
- 3.4 The express drop-off area is intended for dropping-off passengers only. The recommended maximum period within the express drop-off area is 10 minutes. Charges are deliberately set to discourage longer stays and you will incur additional charges if your Vehicle is in the express drop-off area for longer than 10 minutes. If you wish to stay for longer than 10 minutes, you should use the short term car parking facilities.

### **4 Unattended Vehicles**

- 4.1 A Vehicle is considered to be unattended if neither the driver nor any passenger is inside the Vehicle, or immediately outside it.
- 4.2 Given the security risk posed by unattended Vehicles in proximity to the passenger terminal and in busy areas such as the express drop-off area, it is our policy and under the Byelaws we have the right to remove any Vehicle that is left unattended within the express drop-off area.
- 4.3 If your Vehicle is removed, please contact the airport police office for information.
- 4.4 Our authority to remove Vehicles from the express drop-off area derives from the Byelaws and/or the Aviation Security Act 1982 and/or any other relevant rights or powers of whatever kind we may have. Separately, the police, or any one acting under their direction, including persons authorised by AIAL, have the authority to remove Vehicles from the express drop-off area.
- 4.5 We accept no responsibility for any damage caused, loss suffered, or costs incurred by you or any other person as a result of the removing of a Vehicle except for damage caused to the Vehicle/s as a result of our negligence. However, in such circumstances our liability is limited to the reasonable cost of the repair of the Vehicle, up to a maximum of £5,000. We will not be liable for any damage caused to the Vehicle as a result of normal techniques for removal if we have taken reasonable care in using those techniques.

## **5 Overstay**

- 5.1 For stays over 10 minutes we strongly recommend that the short term car parking facilities are used as an alternative. Stays over 10 minutes are allowed subject to availability and operational requirements, and additional charges will be applied to all stays over 10 minutes. All charges applicable for using the express drop-off area are displayed on our website, before you enter the express drop-off area and within it.
- 5.2 On request, Vehicles staying in excess of 10 minutes may be asked to leave the express drop-off area. When requested to leave the express drop-off area by a member of the car parking team, a representative of the Airport or the police, Vehicles must leave immediately. Failure to do so may result in the Vehicle being removed. Charges for removal are as displayed in the express drop-off area.

## **6 Safety in the express drop-off area**

- 6.1 You must drive carefully in the express drop-off area, with awareness of, and due consideration for, others.
- 6.2 You are responsible for the safety of your passengers, to include children, and you must always have them under your supervision. You must not allow them to be put in danger, or where they could cause an accident. In particular, children must never play in the express drop-off area and must be accompanied by an adult at all times.
- 6.3 You must comply with all directions and signs from time to time posted in the express drop-off area and all instructions or requests given or made from time to time by us or our nominated representative for regulating traffic and controlling the positioning of Vehicles within the express drop-off area.
- 6.4 You must ensure that animals do not create a danger to others and are kept secured when outside your Vehicle.

## **7 Regulations for the use of the express drop-off area**

- 7.1 When using the express drop-off area, you must not:
  - 7.1.1. leave any Vehicle, trailer, caravan, or the like, unattended; or
  - 7.1.2. drive any Vehicle without being insured to do so; or
  - 7.1.3. move a Vehicle other than under its own power; or
  - 7.1.4. pour or transfer fuel into or out of the fuel tank of a Vehicle; or
  - 7.1.5. carry out any repair, maintenance, or other work to a Vehicle; or
  - 7.1.6. wash or clean a Vehicle; or
  - 7.1.7. cause excessive noise or exhaust fumes; or
  - 7.1.8. sell, hire or otherwise dispose of a Vehicle; or

- 7.1.9. carry out any commercial activity of any kind (excepting licensed taxis or minicabs may drop off passengers subject to compliance with the remainder of these Terms and Conditions); or
  - 7.1.10. obstruct any access or circulation area; or
  - 7.1.11. pull up other than parallel to the kerb; or
  - 7.1.12. enter areas that are closed off; or
  - 7.1.13. stop in spaces designated as being reserved or allocated for specific uses, unless entitled to do so; or
  - 7.1.14. cause deliberate or reckless damage; or
  - 7.1.15. deliberately or maliciously damage or hinder the operation of any equipment, such as ,but not limited to, entry/exit equipment, lighting, CCTV or ANPR installations, barriers, or ticketing and pay equipment; or
  - 7.1.16. deliberately obstruct any ANPR or CCTV installation; or
  - 7.1.17. drop litter outwith designated receptacles; or
  - 7.1.18. be disorderly, or be a nuisance to or to harass anyone; or
  - 7.1.19. be abusive, violent, or threatening to anyone.
- 7.2 When using the express drop-off area, you must:
- 7.2.1. comply with these Terms and Conditions: and
  - 7.2.2. comply with the airport Byelaws. This is separate from compliance with these Terms and Conditions. However, you will be in breach of these Terms and Conditions if you are in breach of the Byelaws; and
  - 7.2.3. comply with any request or instruction given to you by APCOA Parking, by the police or by any other person authorised by AIAL.
- 7.3 If you commit any of the activities described in clause 7.1, or do not comply with clause 7.2, we may:
- 7.3.1. require you and your Vehicle to leave the express drop-off area immediately, and
  - 7.3.2. exclude you and/or your Vehicle from the express drop-off in cases of repeated infringements by notifying you to that effect. We may take court action to enforce any such exclusion.

## **8 Breakdowns**

- 8.1 If your Vehicle breaks down in the express drop-off area, or cannot be driven for any reason, you must call for assistance by contacting us using the nearest help point or by calling the numbers below. You must not attempt to repair the Vehicle yourself, or to move it, unless directed to do so by APCOA Parking, the police or by any other person authorised by AIAL.

## **9 What you should do in the case of damage to or theft of or from your Vehicle**

- 9.1 If your Vehicle is damaged whilst in the express drop-off area, or is stolen, or if any of your possessions are damaged or stolen from it whilst it is in the express drop-off area, you should:
- 9.1.1. immediately inform a member of our staff, either in person or via the intercom on the coach payment machine in the coach pay station within the shelter on the forecourt in the case of theft, immediately inform the police; and
  - 9.1.2. notify your insurance company promptly.
- 9.2 If you think that you have a claim against us for any reason you should write to us at our address stated below at Clause 15.1 within 48 hours of discovering any loss or damage telling us what happened, and what it is you are claiming for. If you delay doing so, it may be difficult for us to check the facts or to find out who, if anyone, is to blame, and this may affect our ability to deal with your claim.

## **10 Liability for loss or damage to Vehicles and property**

**IMPORTANT. Please read the whole of this clause 10 carefully.**

- 10.1 We accept responsibility for our negligence, and for breach of our obligations under these Terms and Conditions, or for any breach of a duty imposed on us by an Act of Parliament. However, unless, it is unlawful to do so, the extent of our liability is limited as set out in clause 10.2 below. On the other hand, we do not accept responsibility for any loss that is not caused by our negligence, breach of our obligations in these Terms and Conditions, or breach of a duty imposed on us by an Act of Parliament.
- 10.2 In all cases, if we are liable for damage, our liability is limited to the reasonable cost of the repair of the items(s) in question, and if we are liable for loss or theft, our liability is limited to the reasonable cost of a replacement equivalent item. However, our total liability arising out of anyone incident, whether for damage, loss, theft, or any of them in combination, will not exceed £5,000.
- 10.3 If you damage another Vehicle, or any part of the express drop-off area, or injure any person who is in the express drop-off area, you should report the matter immediately to a member of our staff and give him the registration number(s) of the Vehicle(s) involved together with your full name and address, the name and address of your insurance company, and your policy number. In doing so, you are consenting to our passing this information to third parties for use in connection with the incident. We will

not sell that information or use it for any other purpose. You may be required to pay the cost of making good any damage that you have caused.

10.4 Please take care to ensure that your valuables are safe. They should not be left unattended in the express drop-off area.

10.5 If you do leave valuables unattended, and they are damaged or stolen, you may not be covered by your own insurance.

## **11 Liability for death or personal injury**

11.1 We accept unlimited liability for the death of or personal injury sustained by you or by any other person in the express drop-off area, but only if it is caused by our negligence, breach of our obligations in these Terms and Conditions, or breach of a duty imposed on us by an Act of Parliament.

11.2 We do not accept responsibility for the death of or personal injury sustained by you or by any other person in the express drop-off area, unless it is caused by our negligence, breach of our obligations in these Terms and Conditions, or breach of a duty imposed on us by an Act of Parliament.

11.3 We may hold you responsible if, whilst in the express drop-off area, you cause death or injury to any person due to your negligence or breach of your obligations under these Terms and Conditions.

## **12 Temporary Closure**

12.1 The express drop-off area, or a part of it, may have to be closed temporarily for operational reasons, or be evacuated in cases of emergency.

## **13 ANPR and CCTV**

13.1 Automatic number plate recognition (ANPR) cameras are used in the express drop-off area to enforce payment.

13.2 Both ANPR and CCTV cameras are used in the express drop-off area for operational and security reasons, public safety, law enforcement, and in connection with the enforcement of these Terms and Conditions.

13.3 We may record and store images and data relating to you or to a Vehicle. By entering the express drop-off area, you consent to the capture and use of images and data for the purposes stated in this clause. We will not use such images and data for any other purpose.

## **14 Appeal against enforcement action**

14.1 You have a right to appeal against the taking of enforcement action (the removal of a Vehicle). If you wish to do so, you should write to us at our address below at Clause 15.1 within 28 days of you becoming aware of the enforcement action that we have

taken, setting out the relevant facts. If you delay doing so, it may be difficult for us to establish what happened and this may affect our ability to deal with the appeal.

- 14.2 Clause 14.1 does not stop you from taking legal action against us if you think that we have acted unlawfully. However, we ask that you do not do so before using the appeal procedure set out above.

**15 How to contact us**

- 15.1 You should contact us through the company that manages the express drop-off area on our behalf;

APCOA Parking UK Limited.

E-mail us at: [parkingenquiries.aberdeen@apcoa.com](mailto:parkingenquiries.aberdeen@apcoa.com)

Telephone us on: 0345 222 0531

Write to us at: APCOA Parking, PO BOX 1010, Middlesex, UB8 9NT

- 15.2 Where these Terms and Conditions require you to contact us in writing, contacting us by e-mail is in writing, as long as the e-mail is correctly addressed to the e-mail address as above.