

LONDON LUTON AIRPORT GENERAL TERMS OF USE

1. INFORMATION ABOUT US, WHO WORKS WITH US AND THESE TERMS

1.1. **About us.** We (and “our” and “us”) are London Luton Airport Operations Limited (company number 03491213). We operate London Luton Airport (the “Airport”). APCOA Parking (UK) Limited (company number 02572947) (“APCOA”) act as our agent to manage the roads, car parks and drop-off/pick-up zones at the Airport and enforce parts of these terms on our behalf. References to “we”, “our” and “us” in these terms includes APCOA acting on our behalf.

1.2. **Who these terms apply to.** These terms apply to you if you enter any area, including the roads and footpaths, within the boundary of the Airport. References to “your vehicle” means any vehicle (including bicycles or scooters), trailer or caravan which is, or has been, under your control at the Airport. If you do not agree to these terms, you must not enter or remain at the Airport. References to “your property”, means your vehicle and any other property or items you own, or have brought onto the Airport.

1.3. **Contact Us.** For general car park enquiries, email us at luton.customerservices@apcoa.com or call us on +44 (0)345 303 7397, and for drop-off/pick-up zone enquiries call us on +44 (0)333 200 8608. For general Airport enquiries, email us at info@ltn.aero

2. DROP-OFF/PICK-UP CHARGES

2.1. **When you incur drop-off/pick-up charges.** If your vehicle enters a drop-off/pick-up zone at the Airport, you must pay to us any charges displayed at the entrance to that drop-off/pick-up zone based on the total period of time your vehicle is in that drop-off/pick-up zone. Your vehicle’s registration number will be recorded by automatic number plate recognition cameras at the times it enters and exits a drop-off/pick-up zone, and the charges payable by you will be calculated accordingly.

2.2. **When you must pay drop-off/pick up charges.** You must pay us the charges payable by you in respect of your use of a drop-off/pick-up zone no later than midnight on the day following your vehicle’s exit from that drop-off/pick-up zone.

2.3. **How you pay drop-off/pick-up charges.** You can pay drop-off/pick-up charges by credit or debit card online at [LLA.info](https://llt.aero) or any other method displayed at a drop-off/pick-up zone. Additional terms at [LLA.info](https://llt.aero) apply to the payment of drop-off/pick-up charges.

3. CAR PARK CHARGES

3.1. **When you incur car park charges.** If your vehicle enters a car park at the Airport, you must pay to us the car park charges displayed at the car park entrance based on the period of time your vehicle is in that car park (except as provided under “Pre-booked car parking” and “Car park permits” below).

3.2. **When you must pay car park charges.** You must make payment of the applicable car park charges immediately before you attempt to leave a car park with your vehicle. You must take your vehicle out of the car park within 5 minutes of making payment of any applicable car park charges or you will be required to pay the car park charges displayed at the car park entrance for any additional period your vehicle is in that car park.

3.3. **How you pay car park charges.** You will be issued with a ticket at the entrance barrier when you enter a car park with your vehicle. Unless you are entitled to a concession or discount (see “Concessions and discounts” below), you can pay for car park charges by presenting your ticket at the exit barrier or a pay-on-foot machine in that car park. You can pay by debit or credit card at any exit barrier and by cash or debit or credit card at any pay-on-foot machine.

3.4. **Lost tickets.** If you lose your ticket you must go to the reception desk located in the “Priority Parking” area on the second floor of “Terminal Car Park 1” and pay the full 24 hour rate for each day or part day your vehicle has been in the relevant car park (at the charging rate displayed at the entrance to that car park).

3.5. **Concessions and discounts.** If the signage at a car park entrance states you are entitled to a concession or discount to car park charges, before paying those car park charges, you must first validate your ticket at the reception desk on the second floor of "Terminal Car Park 1" and confirm to the satisfaction of a member of our staff your entitlement to the concession or discount.

3.6. **Pre-booked car parking.** You can pre-book parking by visiting www.london-luton.co.uk/parking and by following our booking process. If you have pre-booked parking, you may park your vehicle in the car park you booked for the time period set out in your booking confirmation. Both these terms and additional terms online at LLA.info apply to you if you have pre-booked parking.

3.7. **Car park permits** If you hold a valid car park permit that has been issued by us, which authorises you to park your vehicle in a car park, you will not be required to pay the car parks charges applicable to that car park if you **(a)** ensure that your car park permit is wholly visible in the front windscreen of your vehicle at all times whilst parked in that car park; and **(b)** do not park or otherwise leave, your vehicle in that that car park at any time other than whilst you are working at the Airport.

4. **YOUR REQUIREMENTS WHILST AT THE AIRPORT**

4.1. Whilst at the Airport, you must (unless we agree otherwise): **(a)** comply with all displayed signs, terms, road markings, speed limits and instructions issued by our staff; **(b)** not damage any property, infrastructure or items owned by us or any third party; **(c)** comply with all laws, including LLA's byelaws and all road traffic laws; **(d)** not obstruct any route, corridor, pathway, road, access or circulation area, or any automatic number plate recognition system or CCTV installation; **(e)** not reverse your vehicle (unless accessing or exiting a parking bay, or to safely manoeuvre away from a hazard); **(f)** not drive your vehicle so as to tailgate another vehicle through an exit or entry barrier (without that exit or entry barrier having sufficient time to close between the vehicles); **(g)** leave your vehicle in gear when parked (or "park" mode if it is an automatic) and engage the handbrake; **(h)** not tow or push a vehicle, or leave any trailer, caravan, or the like detached from your vehicle; **(i)** not pour or transfer fuel into or out of the fuel tank of a vehicle; **(j)** not carry out any repair, maintenance, or other work to a vehicle or wash or clean a vehicle; **(k)** not carry out any commercial activity of any kind that we have not authorised in writing (except that within a drop-off zone licensed taxis or minicabs may drop-off passengers and within a pick-up zone pre-booked licensed taxis or mini cabs may pick up passengers without written authorisation); **(l)** not park your vehicle anywhere other than within marked parking spaces or take up more than one parking space (unless you pay the applicable car park charges for the additional parking space(s)); **(m)** not park your vehicle in a parking space marked as a space for use by persons with restricted mobility without displaying in the front windscreen of your vehicle a valid "blue badge" issued to the driver of, or a passenger in, your vehicle; **(n)** only park a motorcycle in a parking space which is marked as a motorcycle parking space; **(o)** not park your vehicle in a parking space marked as reserved, closed or allocated for specific uses or persons unless you are authorised by us to do so; **(p)** at all times drive your vehicle with due care and attention, in a considerate manner and so as not to endanger other persons or property; **(q)** not drop-off passengers from your vehicle other than in a marked parking bay in a drop-off zone or a marked parking space in a car park; and **(r)** not pick-up passengers with your vehicle other than in a marked parking bay in pick-up zone or a marked parking space in a car park.

5. **REFUSAL OF ENTRY, SECURITY CHECKS & AVAILABILITY OF AIRPORT FACILITIES**

5.1. We are required to ensure that the Airport is safe and secure for all persons. We may refuse you, any person accompanying you, and/or your vehicle, entry to, or a right to remain in, any part of the Airport if we consider it appropriate. If we ask you to leave, or to remove your vehicle from, the Airport, you must do so immediately. If we have issued you with a notice excluding you from entering the Airport, you must not enter, or remain at, the Airport during the exclusion period specified in that notice.

5.2. If you wish to enter a security restricted area at the Airport, you agree to undertake such security checks as we specify. Security checks are undertaken as part of our regulatory obligations and are not provided as a service to you. We do not have a contractual obligation to undertake security checks on your behalf, or ensure that security checks are carried out in any given time period or without delay. Unless required by law or we agree with you otherwise, no part of the Airport or our facilities, equipment, operations, services or infrastructure must be made available for your use or benefit, or meet any specific requirements.

6. ACCIDENTS, VEHICLE BREAK DOWNS AND DAMAGED OR STOLEN PROPERTY

6.1. If you are involved in an accident, your vehicle breaks down or any of your property is damaged or stolen at the Airport, please contact us immediately with details of the incident (see “Contact us” above). We will inform you of what to do next and, if necessary, provide you with further assistance.

7. WE MAY MOVE YOUR PROPERTY

7.1. To ensure the safe, secure and effective operation of the Airport, at times we may need to move your property (including your vehicle) situated at the Airport. You agree that we may move your property (including your vehicle) from any area of the Airport to any location at any time should we consider it appropriate.

8. ABANDONED PROPERTY

8.1. You must not leave your property, including your vehicle, at the Airport if you do not intend to remove it from the Airport within a reasonable period (and if you do so, your property, including your vehicle, will be “Abandoned Property”). You agree that your vehicle may be treated by us as Abandoned Property if it remains at the Airport for longer than 28 days, and you have not told us that you intend to keep the vehicle there for longer than 28 days (by pre-booking a longer period or by telling us at any time before those 28 days have passed). You agree that your property, other than your vehicle, may be treated by us as Abandoned Property if it remains at the Airport for longer than 14 days (or 48 hours if perishable), and you have not sought to reclaim that property from our lost property agent (whose details are at <https://www.london-luton.co.uk/inside-lla/lost-property>).

9. ENFORCEMENT OF THESE TERMS

9.1. **Types of enforcement action we can take.** If you breach these terms you agree that we may at our discretion (to the extent relevant) take one or more actions: **(a)** issue you a parking charge notice, if your breach relates to your vehicle or its use (also called a “PCN”); **(b)** move your property, including your vehicle, from any area of the Airport, and retain it until you have paid all charges, costs and damages you owe to us; **(c)** sell, dispose of, or destroy your property, including your vehicle, situated at the Airport if you do not pay all charges, costs or damages you owe to us by the due date (or such date as we demand), or the property is Abandoned Property; and/or **(d)** take legal action against you for breach of these terms.

9.2. **Parking charge notices (PCNs):** If we are entitled to issue you a PCN in accordance with these terms, we may issue you a PCN by giving it to you in person, attaching it to your vehicle or posting it to your address (or the address of the registered owner of your vehicle). The PCN will set out the applicable enforcement charge of £95 and any other outstanding charges you owe us (subject to any discount we may at our discretion apply for early payment). You must make payment of the charges set out in the PCN to us in accordance with the terms of the PCN, including within the period set out in the PCN, and if no period is set out, no later than 28 days after the PCN is issued (unless you appeal, see “Appeals against parking charge notices” below).

9.3. **Appeals against parking charge notices (PCNs).** If you wish to appeal against a PCN we have issued you, you should contact us in writing no later than 28 days after the PCN is issued, setting out the reasons you dispute the PCN (we will consider appeals outside this period if you provide evidence of exceptional circumstances that justify a longer period). If you appeal, we will send you an acknowledgment within 28 days, and confirm the time frame for concluding your appeal, including when you must supply any further information to us by. If you establish to our satisfaction that the PCN should not have been issued, we will inform you and no further charges will be payable by you in respect of the PCN. If we remain satisfied that the PCN should have been issued, we will explain why and you will be required to pay the amount owed to us within 35 days (subject to any discount we may at our discretion apply for early payment). If we reject your appeal, you can make an appeal to Parking on Private Land Appeals (POPLA) or use the Ombudsman Services (www.ombudsman-services.org/) which provides an alternative dispute resolution service. Your right to appeal does not stop you from taking legal action against us if you think that we have acted unlawfully.

9.4. **Property removal and retention.** If we move your property, including your vehicle, from any area of the Airport we may do so by any means (including towing or lifting vehicles). If you wish to obtain your property after we have moved it, you must contact us (see “Contact us” above). We will inform you of any charges you owe us, and when, and how you are required to make payment to us. You agree that we may retain your property in our possession until you make payment of any sums you owe us. If you have not contacted us within 28 days of our request to you for payment, we may treat your property as Abandoned Property.

9.5. Property sale, disposal or destruction If you are the legal owner of your property, including your vehicle, whilst it is in our possession you agree that we may sell, dispose of, or destroy that property if we believe or are entitled to assume that that property is Abandoned Property (see “Abandoned property” and “Property removal and retention” above) or if you have not paid any charges you owe to us within 28 days of the due date. You agree we may negotiate and conclude contracts for the sale, disposal, or destruction of any such property in your name and on your behalf without further reference to you. Our rights set out in this section are in addition to our rights to dispose of lost property or unclaimed property in accordance with LLA’s byelaws and under the Torts (Interference with Goods) Act 1977. If we sell such property, we will apply the proceeds in accordance with the relevant law, or if only these terms apply to such sale, and provided you claim the proceeds of such sale from us within 6 months of the date of sale, we will apply the proceeds in the following order: **(a)** we will pay all of the outstanding charges owed to us by you; then **(b)** we will deduct our reasonable expenses and administration charges in connection with the sale; then **(c)** we will deduct our reasonable charges for the storage of the property until its sale; then **(d)** following receipt to our satisfaction of proof of your ownership (prior to sale) of the property, we will pay any balance to you. In all other circumstances we may apply or keep such proceeds at our discretion.

9.6. Legal action. If you breach these terms we reserve the right to take legal action to recover any sums due from you together with costs, interest and any other sums legally recoverable.

10. YOUR PERSONAL INFORMATION

10.1. We collect, store and use your personal information when you attend the Airport, including through CCTV and automatic number plate recognition cameras, and from the details you submit to us if you book any of the services we offer. For more details about the personal information we collect, how we collect it, why we need it, what we do with it, how long we keep it and what your rights are, please see our privacy notice at LLA.info.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

11.1. Limits on our exclusion of liability. Nothing in these terms excludes or limits our liability to you if it would be unlawful to do so, including our liability for fraud, fraudulent misrepresentation or death or personal injury caused by our negligence.

11.2. We are not responsible for loss and damage not caused by us. We do not guarantee that property, including vehicles, left at the Airport are safe or secure, and we do not control the actions of persons not employed by us. You agree that all property, including vehicles, you leave at the Airport are left at your own risk. Except as set out above (see “Limits on our exclusion of liability”), we have no liability to you for any damage to, or theft or loss of, your property, including your vehicle, or for injury to you, which is caused by another person (other than one of our employees acting in the course of their employment), or by events, weather, conditions or circumstances not caused by us.

11.3. We are not liable for business losses. Except as set out above (see “Limits on our exclusion of liability”), if you use any part of the Airport in connection with any commercial or business purpose we have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, wasted expenditure, loss of anticipated savings, loss of or damage to goodwill, loss of contracts, loss of business opportunity or for any indirect or consequential or special loss or damage, you may incur in connection with such use or which is otherwise caused by us.

11.4. We are not responsible for unforeseeable loss and damage caused by us. Except as set out above (see “Limits on our exclusion of liability”), if we have caused you loss or damage in connection with your use of any part of the Airport we are not liable to you for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time these terms are entered, both we and you knew it might happen.

11.5. What we may be responsible for. We may, depending on the circumstances, be liable to you for some foreseeable loss or damage you suffer caused by us breaching these terms or a legal right that you have in connection with your use of the Airport except if that loss or damage could have been avoided by you using reasonable steps (including those we may suggest to you).

12. OTHER IMPORTANT TERMS

12.1. We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

12.2. These terms apply between you and us. Except for APCOA to the extent set out in these terms, no other person shall have any rights to enforce any of these terms. Neither of us will need to get the agreement of any other person in order to end the contract made by these terms or make changes to these terms.

12.3. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

12.4. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

12.5. These terms are governed by English law and you and we can bring legal proceedings in connection with these terms in the English courts. If you live in Wales, Scotland or Northern Ireland, you and we can also bring claims legal proceedings in the courts of the country you live in.