



## Car Park Terms and Conditions

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

**Important Note:** For prebooking car parking, when you enter and exit the Car Park, it is imperative that you follow the instructions you have been issued within your booking confirmation.

### 1. Introduction

These Pre-Booking Terms and Conditions apply to all bookings for services made via <https://prebook.cityofderryairport.com> or via the telephone at CoDA Operations Ltd.

These Pre-Booking Terms and Conditions contain important information and they specify those matters for which CoDA Operations Ltd trading as City of Derry Airport does not accept responsibility.

The Car Park Terms and Conditions should be read carefully as they form part of these Pre-Booking Terms and Conditions.

### 2. Definitions

In these Pre-Booking Terms and Conditions:

- a. "us" "we" and "our" means CoDA Operations Ltd trading as City of Derry Airport whose registered office is at City of Derry Airport, Airport Road, Eglinton, Derry-Londonderry, Northern Ireland. BT473GY.
- 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. "Car Park" means any parking facility managed and/or operated by us provided for the parking of Vehicles;
- d. "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 <http://www.cityofderryairport.com/airport-facilities/car-parking-info>
- e. employees (acting in the course of business and within the scope of their duties towards us);
- f. "Pre-Booking Terms and Conditions" means these terms and conditions including the Car Park Terms and Conditions;
- g. "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;
- h. "Website" means <https://prebook.cityofderryairport.com>

### 3. Tickets

3.1 When you book car parking via the Website you will be given a unique booking reference number ("Booking Reference") via email.

3.2 The booking you make is non-transferable either from you to someone else or between different car parks

3.3 The booking you make is valid only for the times, dates, price, Car Park, and City of Derry Airport specified in your booking. The booking only permits you to make one entry and one exit per booking. It does not allow you to make multiple entries and exits during the period of your booking and you will be subject to a parking contravention charge notice in the event that you breach this provision.

3.4 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.

3.5 The time period 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 the time period specified in your booking and as a result your actual time in the Car Park runs into another time period over and above that booked, any outstanding balances 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 3.5 apply irrespective of the reason why you are late back into the Car Park unless your delayed return is caused directly by our negligence.

3.6 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.

3.7 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.

3.8 Should you wish to cancel or amend your booking or part of it you may do so via the Website

3.9 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 booking fees or credit card surcharges.

3.10 With the exception of bookings made for the Car Park all cancellations made more than 24 hours before your scheduled entry time and date shall be subject to a £2 administration charge.

3.11 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. 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.

3.12 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.

3.13 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.

3.14 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.

3.15 No refunds will be made other than as expressly provided for in these Pre-Booking Terms and Conditions.

3.16 Where a product is "Non Flexible" terms 3.8 to 3.13 (inclusive) do not apply.

#### **4. 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.

#### **5. General**

5.1 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.

5.2 Nothing in these Pre-Booking Terms and Conditions shall take away or modify any of your statutory rights or entitlements.

5.3 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.

5.4 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.cityofderryairport.com](http://www.cityofderryairport.com)

5.5 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.

5.6 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.

#### **6. Utilising Pre-booked Car-parking**

6.1 Pre-booked passengers do not have to press for a ticket on arrival to the car-park - the barrier will read the registration of the pre-booked vehicle, the barrier will lift and the ticket stand will automatically issue the pre-booked ticket with the registration printed on it.

6.2 Passengers must hold on to this ticket and provide to the ticket stand when exiting the car-park after their trip - the barrier will automatically lift following this, allowing the vehicle to exit.

6.3 If any problems are encountered, simply press the help button on the ticket stand and a member of our Customer Services team will be happy to assist.

#### **7. Business Lounge**

To gain access to the lounge please present yourself with your print out of your prebook lounge confirmation at our 'Information Desk' in the main terminal where on verification you will be granted access to the lounge. The lounge operates as follows:

- Open 7 days a week from during flight operational times, the lounge is available to all adults but with some guidelines.
- The maximum length of time per stay in the lounge is 3 hours
- Children under 12 are not permitted entry and must be accompanied by an adult.
- If you prebooked, please bring your email confirmation on the day to gain access to the Amelia Earhart Lounge.
- Passengers are asked to behave and dress appropriately at all times, with no football shirts permitted.
- City of Derry Airport have the right to refuse entry to anyone, or ask them to be removed, if their dress or code of conduct is offensive or disruptive to other passengers.
- For more information on our lounge services please visit <http://www.cityofderryairport.com/airport-facilities>

#### **8. Contracting**

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.

#### **9. Force Majeure**

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.

#### **10. Non-Exclusion**

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

**11. Transaction responsibility**

We realise how important it is to securely store any information that you provide. [www.cityofderryairport.com](http://www.cityofderryairport.com) maintains the highest levels of security. Our secure payment provider uses high-level SSL encryption technology, the most advanced security software currently available for online transactions. You can therefore rest assured that we take the privacy and security of your payment and personal details very seriously. You can tell whether a page is secure as 'https' will replace the 'http' at the front of the browser address window. A small locked padlock will also appear in the bottom bar of your browser window.

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