# **Terms & Conditions**

## **Obligations of Sunline Parking**

- Whilst your vehicle is parked within our parking facility, your vehicle will be covered under Sunline Parking's insurance, with the exception of Acts of God.
- Your vehicle will only be driven to and from the airport by our legal staff.
- While your vehicle is being transferred to or from the airport, it is covered under your own personal insurance and the client is liable for any claims, if deemed to be the fault of the other party. If it is deemed to be the fault of our staff, Sunline Parking will take responsibility and will make all the necessary arrangements for reparation.
- Sunline Parking will not be responsible for any future raise in price of the client's insurance policy in the event of any claim.
- Any minor damage that is not reported immediately upon collection of your vehicle, we will not be responsible for unless our findings prove that it occurred whilst your car was in our responsibility.

According to the Law Regulating the Vehicle Parking Contract (Law 40/2022, of November 14) the owner of the parking lot must respond to the damages suffered by the vehicle or the user, except for damages made by third parties, to his car or its contents in the following cases:

- Personal damages due to poor condition or poor maintenance of the facilities. Damage to the vehicle due to landslides, flooding due to burst pipes, etc., but NOT damage to the vehicle due to the characteristics of uncovered parking caused by the force of nature or other meteorological damage. Damage due to theft of the vehicle will not be covered either: breakage of windows, disappearance of the vehicle itself, etc... In the case of damage due to theft, the following will be covered excluded all those vehicle accessories that do not form a fixed or inseparable part of the vehicle. Any damage, with the exception of damage caused by persons or claims of any kind, will only be dealt with as long as they are reported within our parking lot.
- Complaint forms are available upon request.
- Sunline Parking cannot be held responsible for damaged or lost car covers.

## **Obligations of the User**

- The client must ensure that the vehicle is dropped off at the designated time agreed by both the client and Sunline Parking. If the client fails to drop off their vehicle at the designated time, this may result in the client having to pay additional costs for the parking at the airport facility.
- The client must notify Sunline Parking within 48 hours of any extension to their original booking.
- Sunline Parking is entitled to refuse to take the vehicle if it is damaged or deemed to be not roadworthy by our staff.

- When member of Sunline Parking staff is driving your vehicle, by law, the vehicle is covered under the vehicle's personal insurance and the owner of the vehicle is liable for any claims. The insurance of Sunline Parking does not cover the vehicle outside of Sunline Parking's facilities, nor does it cover the damages the vehicle may cause to other vehicles, people or objects.
- Sunline Parking is obliged to produce the vehicle only after being ordered to do so by the client. Sunline Parking may only release the vehicle to the person designated for this purpose in the owner's orders informing by writing of the persons name and Passport/ID number.
- It is the client's responsibility to remove items and accessories that are not fixed, such as radio panels, mobile phones, vehicle documents, electrical devices, bags etc.
- The client is liable for any extra days over and above their original booking and must pay upon collection of their vehicle.
- The client must provide Sunline Parking with the vehicle key. Sunline Parking only requires the vehicle key, are not responsible for any other key or key rings attached.
- The client must provide Sunline Parking with original documentation or with photocopies of all relevant paperwork for the vehicle, including Car Registration Documents, Insurance Policy and a valid ITV certificate. Without this paperwork, Sunline Parking will not be held responsible for any fines or additional costs.
- The client will be solely responsible to both Sunline Parking and to any other clients for any legal costs and damages caused by their incompetence while driving their vehicle within the premises of Sunline Parking.
- If the client is not the owner of the vehicle, any legal costs and damages that may occur will remain the responsibility of the owner of the vehicle.
- The client must carry with them a spare key or key code in the event of original key being lost. No responsibility will be taken if the client has no spare key.
- Sunline Parking will not be responsible for mechanism failure on electric windows, battery damages, mechanical engine failures or others.
- Sunline Parking will not be responsible for any punctures or damage to tyres. Any cost of reparation to tyres will be incurred by the owner.

## Parking Holders Rights

• The owner of the Car Parking Facilities Sunline Parking has the right of retention of the vehicle as a guarantee for any outstanding payments due to Sunline Parking according to the Act regulating Vehicle Parking Contracts (LAW 40/2002 of November 14, 2002).

# Cancellation and Refund

• For all car park bookings, Sunline Parking must be informed of a cancellation by email or by telephone. Cancellations received with a minimum of 48 hours

of arrival at Sunline Parking will receive a refund less of 5€ cancellation charge in the event of prepayment.

- Sunline Parking reserves the right to cancel or restrict bookings. All services are subject to availability.
- Clients have the right to cancel annual contracts within 15 days from the date commenced and will receive a full refund less the number of days parked with Sunline Parking and a 5€ cancellation charge.
- From the moment the contract is used and activated NO refund will be issued.
- Clients have the right to cancel the contract before the end date of the contract until 14 days after the end date. In case we are not notified of a cancellation in written form while the car is parked with us, Sunline Parking has the right to charge a full new parking year contract and it won't be possible to pay the extra days separately as a short term parking period.

## Charges

- Sunline Parking has the right to charge a 10€ service fee in case of late bookings within the 24 hours before the car drop off/pick up or in case the booking was not previously made.
- All parking fees have to be paid at the start of each contract.
- Other services can be paid upon an agreed date with Sunline Parking.
- Sunline Parking has the right to demand a deposit for any mechanical/electrical/body shop work on the vehicle, once the quote has been accepted.
- All fees must be paid before a vehicle is released.

## Liability

- Car claims cannot be considered unless reported prior to departure from the car park or prior to collection.
- Sunline Parking are not liable to provide car hire in the event of theft or damage to client's cars.

## Acts of God

 Acts of God are taken to include, any circumstance beyond the control of Sunline Parking whose nature is such that compliance with the agreement cannot be reasonably asked of Sunline Parking (non culpable defects in compliance). Acts of God are also taken to include: war, riots and hostilities of whatever nature, blockades, boycotts, natural disasters, epidemics, shortage of basic materials, impediments and disruption of transport, breakdowns in our company, import and export restrictions or prohibitions, hindrance resulting from measures, legislation or decrees issued by international, national and regional (government) authorities. If Sunline Parking is unable to fulfil its duty to release, or cannot do this adequately or in good time due to Acts of God, Sunline Parking is entitled to consider the agreement or the part thereof that has not been fulfilled, as being annulled, or to suspend it for a specified or indefinite period, with Sunline Parking being able to choose which. The Client is not entitled to compensation from Sunline Parking in cases of Acts of God.