

**TERMS AND CONDITIONS – PLEASE ENSURE YOU HAVE READ THESE TERMS & CONDITIONS
ON OUR WEBSITE**
www.lionsparking.co.uk

Please carefully review the following terms and conditions for car parking. It is essential to follow the procedures outlined in these terms and conditions. If you have any complaints, please adhere to the complaint's procedure detailed below, which ensures prompt handling by the management.

TERMS AND CONDITIONS

A. By entrusting your vehicle's keys to us, you authorize the Company to drive your vehicle to and from the terminal, our compounds, and back to the terminal when you return. In doing so:

i) It is crucial to understand that you will hold the Company (along with its appointed agents and employees) harmless from any events that occur while the vehicle is being driven on the open road and are beyond our control, like what could happen to any driver of a motor vehicle through no fault of their own.

ii) Company will not take responsibility for loss or damage caused by situations such as:

- Sustaining a collision with a driver without insurance
- Windshield damage resulting from objects propelled onto the road, such as tree branches or stones and due to weather conditions.
- Tyre & alloy wheel damages.

iii) It is your responsibility to ensure that such events covered by your own insurance.

iv) Company will not take responsibility for any fines as unpaid ULEZ charges / Congestion charges/ Drop off charges/Entering Restricted access areas etc.

B. If any terms in this contract deemed unenforceable, it will not render the entire contract unenforceable; the terms will be considered separately.

C. The Company is not accountable for any subsequent losses resulting from the stipulated terms and conditions, encompassing but not limited to profit loss, diminished enjoyment, reduced revenue, or earnings. The company denies liability for any failure to fulfil its responsibilities due to events beyond its reasonable control, which may encompass civil unrest, terrorist threats or actions, labour disputes, adverse weather conditions, or the shutdown or congestion of any of the airport's terminals and road traffic incidents.

D. The Company's drivers/Personal Travel Assistants are covered by insurance to operate customer vehicles valued at up to £50,000. Customers possessing cars exceeding this value can still make reservations with the Company, with the clear understanding that the Company assumes no liability for any surplus when a claim surpasses £50,000. Additionally, any claims will be confined to the proportion corresponding to £70,000 in relation to the vehicle's actual market value at the time of the damage.

E. Due to differences in the arrival and departure times of customers, the Company employs short-stay airport car parks for temporary storage of customers' vehicles. While the Company exercises all necessary and reasonable precautions, it cannot assume liability for any loss or damage inflicted by third parties to customer vehicles during their temporary stay in these locations.

F. While the Company takes all reasonable steps to ensure that the compounds are secure, it does not guarantee that they are a secure environment. The Company provides every Customer with a secure compound in which their vehicle is parked and a secure safe where their car key will be stored. However, Customers' Vehicles and contents are left in the Company Car Park at the Owners risk. The Company will accept liability in respect of the loss or damage to personal belongings sustained by the customers in the Car Park only when the same is proved and shown to the staff at the point of handing over, and to the extent that it is not proved will treat as breach of contract.

G. Customers must conduct a thorough inspection of their vehicle upon its return in the presence of our driver. The company cannot accept responsibility for any damage claims, if they made or alleged, once the vehicle is no longer in our possession, regardless of the circumstances. It is crucial that the vehicle not taken away until this inspection process fully satisfactorily completed.

H. If, for any reason, the customer cannot perform a full inspection of the vehicle before departing the Terminal, it is their responsibility to request a senior representative from the company to facilitate an alternative agreement before the vehicle leaves our possession. The company will not assume responsibility for damage claims made later if this process not followed.

I. If the customer needs to be picked up from the Terminal Building due to a mechanical failure of their vehicle, the Company reserves the right to charge for this service and any associated costs that may be incurred.

J. The Company will not be responsible for taxi or hire charges, hotel expenses incurred, flight charges or rebooking charges regardless of the circumstances.

K. The Company will bear the costs of replacing a customer's car key (up to a maximum of £200) in the event of a lost car key, but only when it can be demonstrated that the loss resulted from their negligence or wilful default. However, the Company will not take responsibility for replacing any locks, duplicate keys, alarm systems or items attached to the lost car key.

L. Customers must have two keys for their vehicle, one for their retention and one to be handed over to the Company. The Company assumes no liability for any faulty keys, alarm fobs, house keys, or other items left on the keyring.

M. The Company will not authorize or agree to any repair work performed by dealerships in the event of damage.

The Company dedicated to ensuring the utmost safety and security of the car park and the safe transportation of customers' vehicles to and from Heathrow Airport. The Company invests in comprehensive training for its staff and drivers, providing ongoing education and development during their tenure with LION PARKING LTD (Off Airport Meet & Greet Service). The Company operates under the assumption that customers will responsibly keep their return instructions for their vehicles in a secure location, readily available for presentation upon their return.

As a result, the Company's liability is contingent upon specific circumstances, subject to the following conditions:

A. The Company assumes liability under the following conditions:

i) Liability is acknowledged for cases involving loss, theft, mis-delivery, temporary delivery failure, or damage to the customer's Vehicle or its contents only when it is substantiated to be a result of their negligence, wilful act, default, or breach of statutory duty to the extent that such causation is proven.

ii) Claims for damage or loss will only be considered if reported immediately to company staff upon the return of the Vehicle at the terminal and prior to the customer driving the vehicle away from the terminal. Additionally, an email must be sent with proof of damage to lionparking@outlook.com, same time written confirmation must be obtained to substantiate the alleged damage.

B. If the Company assumes responsibility for repairing damage to a customer's Vehicle, the Company and/or its insurers maintain the right to select the repair service for the customer's car. The subsequent conditions will be applicable:

i) The chosen repairer should be conveniently situated relative to the customer's residence or workplace, as mutually agreed between the involved parties.

ii) The repairer must possess professional qualifications to perform the required work.

iii) After agreeing upon the repair service, the following steps will be taken

- The work will be carried out in the name of the Company to facilitate VAT and appropriate tax relief for the benefit of the Company and/or its insurers.
- This approach allows the Company to negotiate favourable terms with the repairer for a competent and proper vehicle repair, including the provision of a courtesy car wherever possible.

iv) If a courtesy car is unavailable as part of the arrangement, the Company is authorized to establish the necessary provisions with the repairer to align the duration required for a rental car with the period needed for the repair and return of the vehicle to the customer.

v) In all situations, the parties involved will adopt a fair and cooperative approach to manage any associated costs.

vi) Once a repairer is allocated, the Company will exert its best efforts and expertise to ensure that the necessary repairs are conducted promptly and efficiently. The customer will keep informed of the progress throughout.

vii) To reassure our valued customers, we emphasise that any work conducted by agents acting on our behalf or on behalf of our insurers will meet insurance industry standards.

viii) The Company will coordinate with the customer and the repairer and arrange the work to be done by the chosen repairer.

C. As a crucial condition of this agreement, if the Customer is not satisfied with this selection, they retain the right to propose alternative repair services, subject to the following conditions:

i) The Customer should notify the Company in writing, initiating a fair and reasonable dialogue.

ii) The Customer must wait for a written response from the Company to reach an agreement before any work cannot be conducted.

iii) If both parties cannot come to an agreement, both parties should appoint an arbitrator to resolve the matter. The Company, its employees, and agents will not assume liability for the following situations:

- The Company holds no responsibility for any damage to vehicles or other property resulting from natural events in the open-air car park operations.
- The Company does not assume accountability for damaged wipers, windshields, or other glass components.
- Mechanical, structural, or electrical failures in the customer's vehicle during its custody are not the responsibility of the Company.
- Likewise, the Company disclaims liability for any damage or puncture to tires or wheels, regardless of the circumstances surrounding the damage.
- Should the customer's vehicle experience a mechanical issue while being transported to or from the airport or while in the car park, the Company will arrange a swift return to the customer's vehicle.
- In the case of a puncture or slow punctures, the Company retains the right to charge for either inflating or replacing the tire.
- If the customer's vehicle fails to start due to a flat battery, the Company may charge for their efforts to start the vehicle. The Company cannot be held responsible for any damage resulting from jump-starting the customer's vehicle.
- The Company cannot be held responsible if customers misplace their return instructions, and these instructions are presented by a third party fraudulently to take possession of the customer's vehicle.

- The Company disclaims any liability for alleged vehicle damage if, during the vehicle inspection, adverse weather conditions and poor visibility hinder the examination and accurate recording of any pre-existing damage to the vehicle.
- The Company exclusively inspects vehicles for significant damage or dents; thus, it assumes liability for major damage or dents only if it can be proven that they resulted from their negligence.
- Minor damages or scratches are not within the scope of the Company's inspection, and, consequently, the Company is not held responsible for such minor damages or scratches on the vehicle. If this matter becomes a point of contention, the burden of proof rests on the customer to demonstrate that these minor damages were caused by the Company's negligence.
- The Company disclaims responsibility for the vehicle's condition upon its return to the customer, regardless of whether the vehicle was handed over to one of the Company's drivers in a clean or dirty state.
- The Company reserves the right to decide whether to provide a complimentary hand car wash service. The Company cannot be held accountable if it is unable to perform this service due to time constraints or staffing shortages, among other reasons.
- The Company will make every effort to meet the customer's requested vehicle collection and delivery times. However, the Company does not accept responsibility for delays caused by unforeseeable events, such as traffic congestion, flight delays, or security alerts.
- We do not accept any left-hand drive vehicles. Booking our parking services for such vehicles will absolve us of any liability for potential damage, as our drivers lack experience with left-hand drive cars.

COMPLAINTS PROCEDURE

- A. If any dispute arises regarding the condition of any Vehicle on return to the Airport Terminal, this dispute must be put in writing on the driver's document and on the customer's copy and both parties must sign these documents to confirm these details. A copy must be retained by the customer and a copy by the driver, and email to lionparking@outlook.com with proof.
- B. If there is a dispute on whether the Vehicle has been 'written off', then the decision will be left with the insurance company. If the insurance company decide that the Vehicle has been 'written off', then the Company will take their decision as final.
- C. Complaints cannot be considered once the Vehicle has left the airport terminal having been returned by the driver to its owner, therefore the customer must check their Vehicle before leaving the terminal.
- D. Should the Company lose the customer's Vehicle whilst in the care of the Company, the customer must inform the Police, the Company and notify their insurers promptly.

- E. If a claim is disputed, the customer must give written notice containing full details of the occurrence email to lionparking@outlook.com . Before submitting a claim to the Company, customers are requested to check the Terms and Conditions of the Company stated on the website and to satisfy themselves that the subject matter of their claim falls within the Company's area of responsibility. Failure to comply with the above procedure may prejudice the customer's position and it should be noted that the Company's Booking Form makes no representations as to the Company's liability.