



Sumburgh Airport Car Park Terms and Conditions

1 Introduction

- 1.1 These terms and conditions ("Terms") apply to all services provided by Sumburgh Airport relating to the usage of the Sumburgh Airport car park.
- 1.2 The Sumburgh Airport website is owned by Highlands and Islands Airport Limited (Company Number: SC097647) which is incorporated in Scotland. The registered office of Highlands and Islands Airport Limited (Company Number: SC097647) is Head Office, Inverness Airport, Inverness, IV2 7JB.
- 1.3 In these Terms "you" and "your" refer to any person who is a user of the Sumburgh Airport car park, and "we", "us" and "the Airport" refer to Highlands and Islands Airport Limited. The contract for car parking is made between you and Highlands and Islands Airport Limited. "Car park" refers to any Sumburgh Airport car park.
- 1.4 The VAT number for Highlands and Islands Airport Limited is 945667772.
- 1.5 If you have any questions, queries or complaints relating to these Terms, please contact us either by email on SumbAdmin@hial.co.uk or call us on 01950461000.

2 Use of the Airport Car Park

- 2.1 We reserve the right to refuse admission to the car park for any reason.
- 2.2 You may only use our car park for the purpose of parking your vehicle. Use for any other purpose (including business activities, or to stay or sleep in) are strictly prohibited.
- 2.3 The parking tariff is payable by you prior to leaving the car park at the pay station within the terminal building or via QR codes located at the exit barriers and within the terminal. These can be located on the Sumburgh Airport website under 'car park plan'.
- 2.4 You are obliged to pay the fee required and comply with the instruction on the signage along with these Terms. Failure to comply with these Terms and those on the signage may result in us issuing you with a parking charge notice.
- 2.5 We reserve the right to move vehicles using whichever methods appropriate, where it is necessary for the purposes of safety to persons and/or property, and to avoid obstruction at the car park.

3 Payment

- 3.1 In return for payment, we will provide a car parking space in the car park you chose on arrival.
- 3.2 You are required to pay the parking tariff online via the QR codes located in various locations within the terminal building or on car park signage, in person at the pay station within the terminal building prior to exit.
- 3.3 The system is a cashless system, and payment can be made online or via card at the pay station.
- 3.4 You cannot book parking at Sumburgh.
 - (a) You will enter through the entry barrier and your registration will be logged via automatic number plate recognition, and a session will be opened for your car.
 - (b) Car parking at Sumburgh Airport costs £3 per day, exemptions apply. All costs will be displayed at entry/exit barriers on car park signage and at the pay station.
 - (c) You may pay by credit or with debit card, or online.
 - (d) Failure to pay for your parking, may result in prevention from exiting the car park.
 - (e) In entering the car park, you are understood to have accepted the Terms and Conditions.

4 Parking Contraventions

- 4.1 In order for us to effectively manage our car park, you must:
 - (a) comply with all signs in the car park, as well as these Terms.
 - (b) park within the limits of the marked bay.
 - (c) not park in a bay designated for a specific purpose unless entitled to do so (e.g. parking in an accessibility parking space).
 - (d) pay all amounts due and comply with the requirements of Terms.
- 4.2 If you do not comply, we may require you to pay unpaid charges with an amount representative of additional expenses incurred by your actions. All details on the amount due, deadline to pay, consequences of failure to pay, and appeals will be set out in a notice issued to you.
- 4.3 The use of this car park is also regulated by traffic orders and byelaws which are incorporated into these Terms. Penalties may be payable where there is failure to comply with both these Terms or the requirements or a traffic order or byelaw. Relevant notices will be displayed in

the car park and we reserve the right to take enforcement action (including through court proceedings) for any breach where this is necessary.

5 Exemptions

- 5.1 At Sumburgh Airport, we recognise that there are a variety of groups using Sumburgh Airport for travel. As such, we have retained our exemptions that we previously allowed.
- 5.2 Those travelling for NHS appointments, or those utilising any of our accessibility bays that are in possession of a blue badge are exempt from car park charges.
- 5.3 Those travelling from any of the inter-islands within Shetland, such as Bressay, Skerries, Unst, Yell or Whalsay are exempt from car park charges.
- 5.4 If at any time, HIAL suspects foul play relating to any of the above exemptions, charges may be reimplemented for those responsible.

6 Our Responsibility to You

- 6.1 We are not responsible for death or personal injury caused to you, or the loss, destruction or theft of any property in relation to use of our car park. It is your responsibility to ensure the safety and security of your person (and any persons under your supervision) and vehicle when using our Car Park.

7 Safety and security of vehicles

- 7.1 It is your responsibility to obey traffic laws within the Car Park and to immediately report any accidents you may witness to us.
- 7.2 Unless in the case of an emergency where you are instructed otherwise by our staff, ensure your vehicle is securely locked and all windows closed, valuable items are not left in your vehicle made visible to others and any alarms are engaged. We are not responsible for any consequence or loss resulting from any failure to effectively secure a vehicle.
- 7.3 While use of CCTV may act to deter criminal activity, HIAL makes no representation on coverage of CCTV systems or guarantee as to the safety or security of your vehicle.
- 7.4 If your vehicle is damaged while in our Car Park, we will only be responsible for any damage caused to your vehicle to the extent that it was our fault.
- 7.5 Where damage is caused by a third party, for example where theft has occurred, this is a matter between you and the third party. Where it is appropriate to do so, it is your responsibility to report any incident of theft or accidental damage to your insurance company and/or the police.

8 Abandoned vehicles

- 8.1 We are entitled to regard as abandoned any vehicle left in the Car Park for more than 28 days without prior notification, where the parking is not covered by a valid booking.
- 8.2 We reserve the rights to engage and/or permit a third party to remove and to sell any abandoned vehicle. Before proceeding to dispose of an abandoned vehicle, we will take the following actions:
- (a) make reasonable enquiries to identify the registered keeper of the abandoned vehicle.
 - (b) where the registered keeper is known, to inform them of the intention to proceed with a sale where the vehicle remains unclaimed.
- 8.3 Where we are unable to identify the legal registered keeper or the vehicle, we reserve the right to sell any abandoned vehicles by auction.
- 8.4 Any balance from sale proceeds remaining after satisfaction of any sums owing (including costs associated with keeping the vehicle and parking costs) will be held on behalf of the registered keeper of the vehicle. Where the registered keeper can present proof of entitlement within 3 months of the sale, the funds will be paid over to the keeper.

9 Data Protection

- 9.1 The terms of our privacy notification will apply in relation to the use we make of your personal data.

10 Changes to Terms and Conditions

- 10.1 HIAL reserves the right to make changes to our Terms and Conditions.
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