

# **Malta International Airport Parking Terms & Conditions**

Version 1.0 – December 2021

By entering and making use of a Car Park at the Airport, you agree to abide by the terms and conditions set out below:

## **1. Definitions**

Airport	means the Malta International Airport at Luqa;
Car Park	means all areas at the Airport as may be designated from time to time for parking purposes;
Terms	means these terms and conditions;
Vehicle/s	means any vehicle of whatever nature, whether self-propelled, functional or otherwise, which enters the Car Park and includes any object which is situated within the Car Park;
Website	means <a href="https://www.maltairport.com/passenger/getting-here/parking/">https://www.maltairport.com/passenger/getting-here/parking/</a> .

In these Terms references to, "you" and "your" are references to the person owning, using, being in charge of, or otherwise parking the Vehicle at the Car Park and "we", "us" and "our" are references to Airport Parking Ltd, a company registered in Malta with registration C-43537 and having its registered address at Level 2, Malta International Airport Head Office, Malta International Airport, Luqa, Malta.

## **2. Parking and Payments**

- 2.1. Vehicles must be parked wholly, in the appropriate boxes and within the parking lines, in a manner so as not to cause any obstruction to other Vehicles or pedestrians.
- 2.2. You must comply with all directional signage and markings when in the Car Park.
- 2.3. You must not obstruct any persons or Vehicles using the Car Park or park in any area marked as "Reserved" or "No Parking" without the required authorisation. Any Vehicle parked in a reduced mobility bay must display a valid permit allowing parking in such reduced mobility bays.

- 2.4. You agree to pay the parking charges as displayed at the entrance to the Car Park and/or as displayed on our Website.
- 2.5. By parking at the Car Park, you warrant that the Vehicle is, and at all times while within the Car Park, shall remain, road worthy, validly licenced and properly insured so as to comply with all relevant legislation in Malta.
- 2.6. You may leave your Vehicle in the Car Park for not more than ninety (90) days, unless written consent for a longer period is requested and approved.
- 2.7. In the event of a lost or misplaced Car Park ticket we may, at our discretion, either:
  - charge a lost ticket fee; or
  - use its licence plate recognition and CCTV surveillance systems, to determine the parking charges in respect of your Vehicle.

Our decision in this regard shall be final and binding. CCTV surveillance and licence plate recognition software may be in operation in all Car Parks for security and operational monitoring purposes.

### **3. Security of Vehicles**

- 3.1. The use of the Car Park is at your own risk. We are not responsible for any damage or loss whatsoever occurring to your Vehicle or any possessions within it. You release us and our employees and contractors fully from any liability for loss or damage to your Vehicle or any other possession, howsoever caused (except for that caused by our gross negligence or wilful misconduct).
- 3.2. When you have parked your Vehicle at the Car Park, it is your responsibility to:
  - lock your Vehicle securely;
  - close all windows of your Vehicle fully;
  - apply your handbrake properly;
  - engage any steering lock, alarm or immobiliser your Vehicle may have;
  - not leave any persons or animals inside your Vehicle;
  - remove your possessions and ensure that any possessions you decide to leave in your Vehicle are not valuable and are in any case placed in a locked compartment and are not left on display.

- 3.3. Where CCTV cameras are installed in the Car Park, they are used to assist in the proper running of the Car Park. The CCTV cameras may also act as a deterrent to criminal activity. We do not make any representation as to the extent of coverage provided by the cameras and no guarantee is given as to the security of your Vehicle in the Car Park where CCTV is installed. You may access our CCTV Policy here - <https://www.maltairport.com//cctv-policy/>.

#### **4. Relocation of Vehicles**

- 4.1. We reserve the right, where the Car Park has to be closed either permanently or temporarily, in whole or in part, or has to be evacuated in cases of emergency and/or for safety/security reasons, to remove the Vehicle at any time to any other area within the Car Park or to any other location within our control or otherwise as may be expedient.

#### **5. Abandoned/suspicious Vehicles**

- 5.1. If you intend to leave your Vehicle in the Car Park for more than ninety (90) days, we recommend that you notify us in writing of your intention to do so.
- 5.2. If your Vehicle is parked in the Car Park for more than ninety (90) days, we will consider your Vehicle to have been abandoned, unless a longer stay has been notified to us in terms of clause 5.1.
- 5.3. We reserve the right to move your Vehicle at any time to another parking space, or remove and store your Vehicle either within or outside the Airport, if required for the purposes of safety, avoidance of obstruction, expansion, redevelopment at the Airport or for the better operation of the Car Park. If we move a Vehicle, we will endeavour, where and if possible, to advise you of the move.
- 5.4. In the event that your Vehicle is considered as "abandoned" in terms of clause 5.2, we will, where and if possible, give you a thirty (30) days' notice to remove the Vehicle and pay the charges. If you fail to remove the Vehicle and pay the charges within thirty (30) days from date of contact, we shall be entitled to remove the Vehicle in terms of clause 5.3 in areas either falling within or outside the Airport. Should we be unable to contact you as a result of not being provided with your contact details, we shall remove the Vehicle in terms of this clause, after one hundred twenty (120) days from when the Vehicle entered the Car Park.

#### **6. Breach to the Terms**

- 6.1. In the event that you breach any of these Terms:

- we may move the Vehicle in accordance with the Terms and/or clamp the Vehicle. If the Vehicle is clamped, it will only be released and returned to you upon payment of €50;
- we may, only in cases of emergency or where required for safety and security purposes, open/enter the Vehicle to address such emergency and/or security/safety concern; and
- you agree to indemnify us and our subcontractors, employees, agents and/or representatives, including any other Vehicle owners concerned in respect of all claims, losses, damages, costs and expenses suffered by us or our subcontractors, employees, agents and/or representative, including any other Vehicles concerned, arising from any breach of these Terms. You accept liability for all harm suffered by third parties as a result of any breach of this warranty.

## **7. Variation of the Terms**

- 7.1. We reserve the right to change, limit, modify or amend the Terms from time to time. If the Terms are amended, the updated Terms will be displayed on the Website. Please ensure that you check the Terms whenever you make use of the Car Park. The Terms applicable to you shall be those Terms applicable on the date when you enter the Car Park.

## **8. General**

- 8.1. Each of these Terms shall be construed separately, and will apply and survive even if, for any reason, any other Term(s) are held inapplicable or unenforceable in any circumstances.
- 8.2. These Terms shall be read and construed in accordance with the laws in force in Malta from time to time and any dispute arising hereto shall be subject to the exclusive jurisdiction of the Maltese courts.

## **9. Contact Us**

- 9.1. Should you have any questions in relation to these Terms or the use of the Car Park, please contact us on +356 2369 6475.