

Malta International Airport Parking Terms & Conditions

Version 2 - November 2024

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

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| 1. | Definitions | means the Malta International Airport at Luqa; |
| | Airport | means all areas at the Airport as may be designated from time to time for parking purposes, including the Cargo Village Car Park; |
| | Car Park | |
| | | means the car parking area adjacent to the Airport airside operational gate 1, which is intended for employees and visitors of stakeholders operating at the area known as the 'cargo village' |
| | Cargo Village | |
| | Car Park | |
| | 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 cars, cans, trucks, motorcycles and any other object which is situated within the Car Park |

Website

means

<https://www.maltaairport.com/passenger/getting-here/parking/>.

In these Terms references to, "you" and "your" are references to the person owning, using, being in charge of, or otherwise parking the relevant Vehicle at the relevant 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 and includes, where the context so intends, its affiliated entities and our and their officers, directors and employees.

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, other 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 areas, such as those marked as "Reserved" or "No Parking", other than areas specifically identified for authorized parking by means of parking boxes. 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 thirty (30) days, unless written consent for a longer period is granted by us in writing before of the lapse of the said thirty (30) days. Requests for longer stays are to be made in accordance with Clause 5.1.
- 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 our 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.

- 2.8. Neither you, nor any person directed or otherwise instructed by you (including, without limitation, through an employment or other relationship) shall make use of the Car Park for purposes which are commercial, related to a business or other activity which is not limited to the parking of the Vehicle for private personal purposes. This includes, without limitation, a prohibition from using the Car Park to park Vehicles intended for leasing, rental and/or hire, other than by a private individual who has leased, rented or hired such Vehicle for his/her personal use.
- 2.9. The speed limit within the Car Park is 10Km/hour. You shall not travel within the Car Park at a speed higher than the said limit.
- 2.10. You will be held responsible for all and any damage which you may cause with your Vehicle or otherwise including, without limitation, damage to barriers, landscaping, pavement and any other object within the Car Park.

3. Security of Vehicles

- 3.1. You acknowledge and accept that you make use of the Car Park at your own risk. We are not responsible for any damage or loss whatsoever occurring to the Vehicle and/or any items or other possessions within it. You accordingly release us and our employees and contractors fully from, and hold us harmless against, any liability for loss or damage to the Vehicle and/or any item or other possession, howsoever caused (except for that caused by our gross negligence or willful misconduct).
- 3.2. When you have parked your Vehicle at the Car Park, it is your responsibility to:
 - lock your Vehicle securely;
 - close all the 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 items and/or possessions and ensure that any items and/or 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, their intended use is 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, including on a public road and we reserve the right to do this by any means necessary, undertaking reasonable endeavours not to cause unnecessary damage to the Vehicle.

5. Abandoned/suspicious Vehicles

- 5.1. If you intend to leave your Vehicle in the Car Park for more than ninety (90) days, you must notify us in writing on parking@maltairport.com of your intention to do so and you shall only be permitted to do so if authorised by us in writing in advance.
- 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 authorised in terms of clause 5.1.
- 5.3. We reserve the right to move the Vehicle at any time to another parking space, or remove and store your Vehicle either within or outside the Airport, or move the Vehicle onto a public road, 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. We reserve the right to move the Vehicle by any means necessary, undertaking reasonable endeavours not to cause unnecessary damage to the Vehicle.
- 5.4. In the event that the Vehicle is considered as "abandoned" in terms of clause 5.2, we will, where and if possible, attempt to give you a thirty (30) days' notice to remove the Vehicle and pay the charges. We will seek to inform you of any intended move by making reasonable attempts to contact you, provided that we have your contact details. If you fail to remove the Vehicle and pay the charges within thirty (30) days from date of contact or attempted contact, we shall be entitled to remove the Vehicle to an area within or outside the Airport, including a public road. Should we be unable to contact you, 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 of the Terms

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

- We reserve the right, which you acknowledge and accept, to move the Vehicle in accordance with these Terms and/or to clamp the Vehicle. If the Vehicle is clamped, it will only be released and returned to you upon payment of €50. If the vehicle is towed or otherwise relocated, a charge of €50 shall be added to the charges for use of the Car Park.
- We further reserve the right, which you acknowledge and accept, only in cases of emergency or where required for safety and security purposes, to 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 and any harm, loss and/or damage suffered by third parties as a result of any breach of these Terms.

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. It is your responsibility to ensure that you have read and understood these Terms before making 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. Your making use of the Car Park shall be evidence of the acknowledgement of these Terms, the acceptance thereof, and your undertaking to abide and be bound by them.
- 8.2. 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.
- 8.3. These Terms shall be read and construed in accordance with the laws in force in Malta from time to time and any dispute arising in relation 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 or send an email to parking@maltaairport.com.