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## Terms and Conditions for Car Park Bookings

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2 December 2025

### 1. WHEN THESE TERMS APPLY

- 1.1. Unless we agree otherwise in writing, these Terms apply every time you make a Booking to use a Parking Area at the Airport. These Terms form a contract between you and us, so please read them carefully.
- 1.2. We may amend these Terms from time to time by posting a replacement version of the Terms on our Website. The version of the Terms that was on our Website at the time you receive your Booking Confirmation is the version that will apply to that Booking.

### 2. DO ANY OTHER TERMS APPLY?

- 2.1. These Terms only apply to the process of making your Booking. Additional terms on our Website cover:
  - 2.1.1. conduct on the Airport; and
  - 2.1.2. bringing Vehicles onto the Airport and using the Parking Areas;and these should be read in conjunction with these Terms.
- 2.2. In the event of any queries, you can contact our Customer Contact Centre using our online Contact Form (<https://www.leedsbradfordairport.co.uk/contact>) or on [customercare@lba.co.uk](mailto:customercare@lba.co.uk)

### 3. SPECIAL WORDS AND MEANINGS IN THESE TERMS

In these Terms:

<b>Airport</b>	means Leeds Bradford Airport, Leeds, LS19 7TU, and includes any land which is operated by us or under our control;
<b>Airport Byelaws</b>	means the byelaws applicable to the Airport from time to time, which can be found on our Website;
<b>Booking</b>	means an advance request to use one of our Parking Areas made using the booking system on our Website, in respect of which you have received a Booking Confirmation. Reference to “Booking” includes both a Flexible and Non-Flexible Booking;

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## Terms and Conditions for Car Park Bookings

---

2 December 2025

<b>Booking Confirmation</b>	means an email issued by us (or on our behalf), stating that we have accepted your request to use a parking space at the Parking Area you selected, between the dates and times you selected;
<b>Booking Fee</b>	means the amount you must pay in advance to secure your Booking, which will be notified to you as part of the booking process;
<b>Charges</b>	means any amounts payable for using a Parking Area (other than the Booking Fee) as displayed at the relevant Parking Area;
<b>Downgrade</b>	means changing the Parking Area covered by your Booking to a less premium offering, for example changing from Short Stay to Long Stay.
<b>Electric Vehicle</b>	means a Vehicle propelled exclusively by one or more electric motors using energy stored in rechargeable batteries;
<b>End Time</b>	means the time stated in your Booking Confirmation by which you must vacate the Parking Area.
<b>Flexible Booking</b>	means a Booking identified as a 'Flexible Booking' at the time of purchase which gives you the flexibility to shorten or cancel your Booking prior to Start Time.
<b>Grace Period</b>	means the additional period of 4 hours.
<b>Meet and Greet</b>	means the valet parking service we provide, which is described in more detail in clause 9;

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## Terms and Conditions for Car Park Bookings

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2 December 2025

<b>Non-Flexible Booking</b>	means a Booking identified as a 'Non-Flexible Booking' at the time of purchase which cannot be shortened or cancelled.
<b>Overstay</b>	means the total additional time you spend in the Parking Area before the Start Time or after the End Time but excluding the Grace Period.
<b>Overstay Charge</b>	means the additional amount you will be charged for an Overstay as set out in your Booking Confirmation.
<b>Parking Area</b>	means: <ul style="list-style-type: none"><li>a) the car parks on the Airport known as Premium Short Stay, Short Stay, Mid Stay and Long Stay;</li><li>b) Meet and Greet; and</li><li>c) the Pick-up/Drop-off Zone;</li></ul>
<b>Pick-up/Drop-off Zone</b>	means the area located in front of the Airport terminal designated for picking up and/or dropping off passengers using the terminal;
<b>Start Time</b>	means the time stated in your Booking Confirmation as your arrival time into the Parking Area.
<b>Upgrade</b>	means changing the Parking Area covered by your Booking to a more premium offering, for example changing from Mid Stay to Short Stay.
<b>Us</b> (and related expressions)	means Leeds Bradford Airport Limited (registered number 02065958);
<b>Vehicle</b>	means any vehicle; and

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## Terms and Conditions for Car Park Bookings

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2 December 2025

<b>Website</b>	means <a href="https://www.leedsbradfordairport.co.uk/">https://www.leedsbradfordairport.co.uk/</a>
<b>You</b> (and related expressions)	means (as applicable): <ul style="list-style-type: none"><li>a) the person making the Booking;</li><li>b) if different, the person in whose name the Booking is made; and</li><li>c) any person that operates or is in control of the Vehicle while it is on the Airport, excluding us.</li></ul>

### 4. MAKING A BOOKING

- 4.1. You may use our online process to request the use of a parking space at one of our Parking Areas between specific dates and times selected by you. We do not guarantee that any particular Parking Area will be available to book, either at the dates and times you request or at all.
- 4.2. We do not guarantee that we will accept your request for a Booking. In particular, we may refuse a Booking if:
  - 4.2.1. we believe it has been made by someone under the age of 18;
  - 4.2.2. we believe payment for the Booking was made fraudulently or without the cardholder's permission;
  - 4.2.3. the Booking Fee has not been paid; or
  - 4.2.4. the online booking process was not completed in full.
- 4.3. We will inform you of the Booking Fee during the online booking process. The Booking Fee will be in GBP and will include applicable Value Added Tax (VAT). You must pay the Booking Fee in advance at the time of making your Booking by using a credit card or debit card.
- 4.4. There is no Booking until you have received a Booking Confirmation. Booking Confirmations will be sent to the email address you supply us with during the booking process. It is your responsibility to ensure that this email address is accurate and that you can access the inbox.

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## Terms and Conditions for Car Park Bookings

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2 December 2025

### 5. USING YOUR BOOKING

- 5.1. You are entitled to park your Vehicle in the Parking Area, and for the period, set out in your Booking Confirmation. You must follow any instructions on our Website and park in accordance with the terms and conditions for use of our Parking Areas, which are also available on our Website.
- 5.2. You must produce a copy of your Booking Confirmation if we, or someone acting on our behalf, asks you to. We may deny your Vehicle entry to the Airport and/or Parking Areas if you do not produce a copy of your Booking Confirmation when we ask you to.
- 5.3. Your Booking is in respect of the Parking Area, dates, times and (if applicable) Vehicle set out in the Booking Confirmation. If any of these details are incorrect you must amend your booking using our Website as soon as possible.
- 5.4. You will be liable to pay additional Charges (the difference between the Charges for your existing Booking and your actual use of the Parking Areas), and will not be entitled to a refund of your Booking Fee, if:
  - 5.4.1. we are unable to verify your Booking;
  - 5.4.2. you park your Vehicle otherwise than in accordance with the Parking Area, dates and times set out in your Booking Confirmation; or
  - 5.4.3. you park a Vehicle other than the one covered by the Booking Confirmation in one of our Parking Areas.
- 5.5. You will be liable to pay an Overstay Charge if your Vehicle remains in the Parking Area for longer than the Grace Period.
- 5.6. If you remove your Vehicle from the Parking Area covered by your Booking, or collect it from Meet and Greet, before the End Time and have not shortened the period of a Flexible Booking (see 6.5):
  - 5.6.1. you are agreeing to end your Booking early; and
  - 5.6.2. you will not receive a refund of your Booking Fee in respect of the unused portion of your Booking.
- 5.7. Bookings are not transferable except in accordance with changes permitted by these Terms, and you must not resell or transfer your Booking (or attempt to do so).

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## Terms and Conditions for Car Park Bookings

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2 December 2025

### 6. **CHANGING YOUR BOOKING**

#### 6.1. You may use My Booking to:

- 6.1.1. change the name of the individual stated in your Booking;
- 6.1.2. update the registration of the Vehicle to which your Booking relates;
- 6.1.3. change the email address associated with your Booking; and
- 6.1.4. upgrade your Booking to a different Parking Area (see 6.3).

#### 6.2. Changes can be made at any time up until the Start Time.

#### **Extending and upgrading your Booking**

#### 6.3. You may use My Booking to request an increase to the period covered by your Booking or to Upgrade the Parking Area covered by your Booking.

- 6.3.1. We do not guarantee that the dates and times you have requested will be available to book.
- 6.3.2. We will inform you of any change to the Booking Fee during the online change process.
- 6.3.3. You must pay any additional Booking Fee in advance at the time of changing your Booking by using a credit card or debit card.

#### 6.4. You can extend your Booking before the End Time to avoid an Overstay Charge.

#### **Flexible Booking**

#### 6.5. With a Flexible Booking, you may use My Booking to:

- 6.5.1. request a reduction to the period covered by the Flexible Booking;
- 6.5.2. Downgrade the Parking Area covered by your Booking; and
- 6.5.3. cancel your Flexible Booking (see 7.2).

#### 6.6. We do not guarantee that any particular Parking Area will be available to book, either at the dates and times you request or at all.

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## Terms and Conditions for Car Park Bookings

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2 December 2025

- 6.7. We must receive notice of your request to change your Flexible Booking before the Start Time. If you do not notify us prior to the Start Time, no refund will be given.
- 6.8. Where a refund of a Booking Fee is due, this will be refunded to the credit card or debit card that was used to make the original payment.

### **Confirmation of changes**

- 6.9. We do not guarantee that we will accept your request for a change to your Booking. In particular, we may refuse a change to your Booking if:
  - 6.9.1. we believe it has been made by someone other than the person who made the original Booking;
  - 6.9.2. we believe it has been made by someone under the age of 18;
  - 6.9.3. we believe any payment in relation to the changed Booking was made fraudulently or without the cardholder's permission;
  - 6.9.4. any additional Booking Fee has not been paid; or
  - 6.9.5. the online process for changing the Booking was not completed in full.
- 6.10. Your Booking has not been changed until you receive a new Booking Confirmation. Booking Confirmations will be sent to the email address you supply us with – it is your responsibility to ensure that this address is accurate and that you can access the inbox.

## **7. CANCELLING YOUR BOOKING**

- 7.1. You may cancel your Booking within 24 hours of making the Booking and receive a full refund of your Booking Fee. After this 24-hour period, Non-Flexible Bookings cannot be cancelled.
- 7.2. Flexible Bookings can be cancelled at any time before the Start Time and you will receive a full refund of your Booking Fee.
- 7.3. You can cancel your Booking by using My Booking or by contacting us at [customer-care@lba.co.uk](mailto:customer-care@lba.co.uk).
- 7.4. If you have booked with any third party, you should refer to their terms and conditions to understand your cancellation rights.

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## Terms and Conditions for Car Park Bookings

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2 December 2025

- 7.5. No refunds will be given for any days booked and left unused, if you make any other changes after the Start Time or if you do not use your Booking.
- 7.6. We may cancel a Booking (and refund the Booking Fee) if we believe that:
  - 7.6.1. it has been made by someone under the age of 18;
  - 7.6.2. the payment for the Booking was made fraudulently or without the cardholder's permission; or
  - 7.6.3. there has been a pricing error which is obvious and unmistakeable and could reasonably have been recognised by you as mispricing.
- 7.7. Refunds made under clause 7.1, 7.2 or 7.6 will be paid to the credit card or debit card that was used to make the Booking.

### 8. **IF WE HAVE TO MAKE CHANGES**

- 8.1. We may require you to park your Vehicle in a different Parking Area to that set out in your Booking Confirmation if circumstances beyond our control mean that the Parking Area, dates and/or times set out in your Booking Confirmation are no longer available (either in whole or in part).
- 8.2. If clause 8.1 applies, we will endeavour to provide:
  - 8.2.1. as much notice as possible (but we do not guarantee that we will be able to inform you before your arrival at the Airport); and
  - 8.2.2. an alternative parking location on the Airport at no extra charge.
- 8.3. If clause 8.1 applies and:
  - 8.3.1. we are unable to provide an alternative parking location on the Airport; or
  - 8.3.2. you inform us that you do not require an alternative parking location;

we will cancel your Booking and refund your Booking Fee to the credit card or debit card used to make the Booking.

### 9. **ADDITIONAL TERMS FOR MEET AND GREET BOOKINGS**

- 9.1. When you hand over your Vehicle at the Meet and Greet Parking Area:



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## Terms and Conditions for Car Park Bookings

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2 December 2025

- 9.1.1. you must be the owner of the Vehicle or be authorised to deal with the Vehicle as if you were its owner;
- 9.1.2. the Vehicle must be in a roadworthy, safe and legal condition, properly taxed and subject to a current MOT certificate;
- 9.1.3. there must be no dangerous, toxic or illegal substances in the Vehicle; and
- 9.1.4. you must ensure you leave us with the correct keys, alarm fobs and instructions to operate the Vehicle, and retain a copy of the key for yourself.
- 9.2. You must provide reasonable cooperation so that we can establish the matters set out in clause 9.1, including providing copies of documentation and allowing us to inspect the exterior and interior of the Vehicle (including any storage compartments).
- 9.3. If we are unable to establish the matters set out in clause 9.1 to our satisfaction we may refuse to take possession of your Vehicle, in which case we will refund your Booking Fee.
- 9.4. If you do not leave us with the correct keys, alarm fobs or instructions to operate the Vehicle, we may be unable to move your Vehicle to our secure offsite storage facility ("**Facility**"). Instead, we may need to push your Vehicle out of the main bays and to the side of the Meet and Greet Parking Area. In this situation, your Vehicle would remain in the Meet and Greet Parking Area and not the Facility for the duration of your trip.
- 9.5. If we discover any dangerous, toxic or illegal substances in the Vehicle, we may (without limitation, and without notice to you):
  - 9.5.1. remove and/or dispose of the relevant items (with no obligation to account to you for their value); and/or
  - 9.5.2. notify any relevant authorities.
- 9.6. We will drive your Vehicle in accordance with the law but we are not responsible for meeting any additional requirements – for example, insurance conditions relating to driving performance monitored by telematics.
- 9.7. We may make reasonable adjustments to your Vehicle settings, such as seat and mirror positions, so that we can drive your Vehicle. You must ensure that the Vehicle is set up correctly for you to drive it away when you collect it.

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## Terms and Conditions for Car Park Bookings

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2 December 2025

- 9.8. When we are moving your Vehicle - either from the Meet and Greet Parking Area to the Facility or to the Meet and Greet Parking Area from the Facility - an additional LBA staff member may be transported in the front passenger seat of your Vehicle.
- 9.9. Subject to clause 10, we are not liable (whether in contract, tort (including negligence) or otherwise) for:
- 9.9.1. faulty car keys or alarm fobs;
  - 9.9.2. any keys left on the same key-ring as the Vehicle keys you provide to us;
  - 9.9.3. any damage to your Vehicle, or any structural, mechanical or electrical failure in your Vehicle, that existed before we took possession of it; or
  - 9.9.4. any damage to your Vehicle or possessions, or any structural, mechanical or electrical failure in your Vehicle, unless it was:
    - (a) caused by our negligence; and
    - (b) reported to us before you removed the Vehicle from the location at which you collected it.
10. **OUR LIABILITY**
- 10.1. Nothing in these Terms limits or excludes our liability for:
- 10.1.1. death or personal injury caused by our negligence, or the negligence of any person for whom we are vicariously liable;
  - 10.1.2. fraud;
  - 10.1.3. fraudulent misrepresentation; or
  - 10.1.4. any liability that we are not permitted to limit or exclude by law.
- 10.2. Subject to clause 10.1, and to the extent permitted by law, we are not liable to you, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, for:
- 10.2.1. loss of profit;
  - 10.2.2. loss of revenue;

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## Terms and Conditions for Car Park Bookings

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2 December 2025

10.2.3. loss of business;

10.2.4. business interruption;

10.2.5. wasted expenditure;

10.2.6. loss of anticipated savings;

10.2.7. loss of or damage to goodwill;

10.2.8. loss of contracts;

10.2.9. loss of business opportunity; or

10.2.10. any indirect, consequential or special loss or damage.

10.3. Subject to clause 10.1, our total liability to you under or in connection with these Terms, whether in contract, tort (including negligence and breach of statutory duty) or otherwise, shall be limited to £250 per claim or series of related claims.

10.4. We do not accept liability for any failure by us to perform our obligations due to an event beyond our reasonable control. A non-exhaustive list of such events includes war or threat of war, riots, civil strife, terrorist threats or activity, industrial disputes, mechanical or systems failures, natural and nuclear disaster, chemical or biological contamination, sonic boom, fire, flood, explosion, earthquake, adverse weather conditions, interruption or failure of utility service, technical problems to transport, any late or delayed personal transport, taxi, train or bus or other transport services used by you in travelling to the Airport, government regulations, epidemic or pandemic, crown instruction, closure or congestion of airports, and/or cancellation or changes of schedules by airlines.

10.5. Nothing in these Terms excludes or limits your statutory rights.

### 11. GENERAL

11.1. **No waiver:** No waiver of or in connection with these Terms by us is effective unless it is effective except to the extent it is set forth in writing, identifies itself as a waiver under this clause 11.1, and is signed by one of our directors.

11.2. **Amendments:** No amendment or variation of these Terms is valid unless it has been published by us on our Website, or has been agreed in writing, identifies itself as a variation under this clause 11.2, and is signed by one of our directors.

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## Terms and Conditions for Car Park Bookings

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2 December 2025

- 11.3. **Survival:** If any part of these Terms is or becomes invalid or unenforceable, that part shall be deemed deleted.
- 11.4. **Transfers:** You cannot transfer your rights or obligations under these Terms to another person.
- 11.5. **Governing law:** These Terms and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales as it applies in England.
- 11.6. **Jurisdiction:** You and we agree that the courts with exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) shall be the courts of England and Wales.