

**TERMS AND CONDITION OF USE
FOR THE AUTHORISED VEHICLE AREA**

INTRODUCTION

These Terms and Conditions of Use apply to the Authorised Vehicle Area which is owned and operated by or on behalf of Heathrow Airport Limited (“HAL”), whose registered office is The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW. Only fully licensed private hire operators/Licensed Taxi operators can use the Authorised Vehicle Area. Where the fully licensed private hire operators/Licensed Taxi operators also use public car parks, the terms and conditions of use of such public car parks shall be those of that public car park and any applicable terms and conditions of use contained in these conditions.

1. GENERAL CONDITIONS

An “Authorised Vehicle” is a vehicle that is operated by a driver who has the appropriate licence (private hire operator’s licence or Licensed Taxi operator licence), insurance and vehicle type to carry fare paying passengers. A valid private hire operator’s licence or licensed taxi operator licence must be shown on request to an “Authorised Person” (being a member of Police, HAL Retail Travel Services, Customer Relations and Service – Landside, TFL officers or the staff of HAL’s agents).

- 1.1 The charges for using the Authorised Vehicle Area (as varied from time to time) are displayed in the Authorised Vehicle Area by the payment machines. You are obliged to pay these charges and to comply with any further instructions issued to you and as set out in these Terms and Conditions of Use. Failure to do so may result in further charges as set out in these Terms and Conditions of Use, or refusal of use of the Authorised Vehicle Area.
- 1.2 Any unauthorised vehicle parked within the Authorised Vehicle Area will be charged the full rate applicable for the Terminal 3 multi storey public car park (short stay), for such time as the vehicle has been left in the Authorised Vehicle Area.
- 1.3 The maximum time limit for occupying the Authorised Vehicle Area is **12** hours. Any vehicle parked in the Authorised Vehicle Area in excess of this time limit will be charged the full daily rate for the Terminal 3 multi storey public car park (short stay), for any day, or part thereof, that such vehicle is left beyond the specified time limit.
- 1.4 Whilst HAL will endeavour to ensure that there are sufficient spaces within the Authorised Vehicle Area, there can be no guarantee that spaces will be available.
- 1.5 Users of the Authorised Vehicle Area shall be subject at all times to the Heathrow Airport - London Byelaws 2014 (the “Heathrow Byelaws”) and are expected to familiarise themselves with these. Copies of the Heathrow Byelaws can be found at www.heathrow.com/byelaws and hard copies are available upon request at the offices of Heathrow Airport Limited at The Compass Centre, Nelson Road, Hounslow, Middlesex, TW6 2GW.
- 1.6 No person has any authority to vary or alter these Terms and Conditions of Use unless such variation is in writing and made by HAL.

2. USE OF AUTHORISED VEHICLE AREA

- 2.1 A valid private hire licence (or Taxi Licence in the case of a Licensed Taxi) must be exhibited at all times. All drivers must, at all times, display on their person the appropriate licence or badge for the vehicle they are driving. “Authorised Vehicle Area

Attendants” (being the Police, HAL Landside Operations Customer Relations and Service team, HAL Commercial Passenger Services team or the staff of HAL’s agents) are instructed to refuse admission to the Authorised Vehicle Area to private hire operators (or Licensed Taxi operators) who fail to display a valid licence and/or driver ID. Vehicles found parked without displaying valid licences will be charged at the same rate as for HAL's public short stay car parks.

- 2.2 All users of the Authorised Vehicle Area are expected to drive carefully within the Authorised Vehicle Area and speed limits must be observed at all times. Random speed checks are carried out on a regular basis. The maximum speed limit within the Authorised Vehicle Area is 15 miles per hour but more specific local signs should be observed in the event the speed limit is lowered. Failure to comply may result in the driver being requested to leave the Authorised Vehicle Area with immediate effect, request for Police attendance, and refusal to use the Authorised Vehicle Area going forward. Please take care to be aware of all vehicles in motion within the Authorised Vehicle Area.
- 2.3 All users are expected to obey the directional signs and any instructions given by the Authorised Vehicle Area Attendants . This requirement also applies at times when diversions to other areas are implemented. Failure to comply may result in the refusal of use of such area and/or the Authorised Vehicle Area.
- 2.4 In using the Authorised Vehicle Area, you agree to abide by any additional terms of such use that may be displayed in or around the Authorised Vehicle Area. These may include, but are not limited to, terms regarding permissions to be in the Authorised Vehicle Area and penalties for parking in prohibited places.
- 2.5 When leaving the Authorised Vehicle Area to collect a passenger from one of Heathrow’s terminals, private hire operators must have received a confirmed booking with clear instructions in relation to such confirmed booking and private hire operators are only permitted to collect from within the short stay Car Parks as defined in the Heathrow Byelaws (section 3.28 and 3.29).
- 2.6 Users of the Authorised Vehicle Area shall comply with Byelaw 4.14 (Taxi Touting) of the Heathrow Byelaws.

3. WITHDRAWAL OF ACCESS

- 3.1 Any person found in possession of a forged or defaced licence or driver ID will lose their eligibility to use the Authorised Vehicle Area and the matter may be reported to the Police.
- 3.2 Tampering, forging or altering a licence or driver ID or being in unauthorised possession of a licence or driver ID will also result in withdrawal of access to the Authorised Vehicle Area. The matter may also be reported to the Police, TFL and the relevant licensing authority.
- 3.3 Access may also be withdrawn in accordance with circumstances described in paragraphs 1 and 2 above.

4. VEHICLE SECURITY

- 4.1 Vehicles are left in the Authorised Vehicle Area entirely at the driver’s risk.
- 4.2 Should a user of the Authorised Vehicle Area cause damage to any other vehicle, or property or HAL’s property, such damage must be reported immediately to a member of HAL’s agents’ staff.
- 4.3 When parking any vehicle, it is the driver’s responsibility to:
 - 4.3.1 switch the engine off;
 - 4.3.2 lock the vehicle securely;

- 4.3.3 fully close all windows of the vehicle;
 - 4.3.4 apply the handbrake properly;
 - 4.3.5 engage any steering lock, alarm or immobiliser;
 - 4.3.6 not leave any animal or person within the vehicle;
 - 4.3.7 ensure that possessions are placed in a locked boot and are not on display.
- 4.4 The Airport cannot be held responsible for any loss or damage whatsoever occurring to your vehicle or possessions within it resulting from your failure to do these things. The Airport and its subcontractors do not accept any valuables or other articles for safe custody.

5. MOVING AND RELOCATION OF VEHICLES

- 5.1 HAL, its servants or agents, reserve the right:
- 5.1.1 Where the Authorised Vehicle Area has to be closed whether permanently or temporarily in whole or in part or has to be evacuated in cases of emergency or if a vehicle has remained in the Authorised Vehicle Area in excess of the time limit of parking referred to in these conditions, to remove any vehicle at any time to any car park on or near the Airport within the control of HAL.
 - 5.1.2 To the extent that it may be necessary to do so in the exercise of the rights conferred upon HAL under this condition, HAL, its servants or agents, shall have the right to drive or otherwise take the vehicle on the Airport roads or the public highway.
- 5.2 If the owner of a vehicle left in the Authorised Vehicle Area in excess of the time limit of parking referred to in these Terms & Conditions of Use does not respond to a written request to the registered keeper to remove the vehicle and pay any outstanding monies in accordance with paragraph 1 of these Terms and Conditions of Use, HAL or its servants or agents will at their discretion dispose of the vehicle, retaining any proceeds from the sale of such vehicle.

6. PROHIBITED ACTIVITIES

- 6.1 No vehicle shall be towed into or around the facility and no work (other than permitted emergency work) or washing of vehicles by users or their agents shall be carried out in the Authorised Vehicle Area.
- 6.2 No activity in connection with the advertising, selling, hiring or other disposal of the vehicle or any article or service unless otherwise permitted by HAL shall be carried out in the Authorised Vehicle Area.
- 6.3 Any person knowingly abandoning a vehicle in the Authorised Vehicle Area may be charged up to the full daily rate for public short stay car parks, or part thereof, for such time as the vehicle has been left.
- 6.4 The following activities are strictly prohibited:
- 6.4.1 forcing or attempting to force entry/exit into the Authorised Vehicle Area - including "tailgating" (closely following the vehicle in front, in order to gain entry or exit without making payment or allowing for the visual inspection of the licence);
 - 6.4.2 offering violence/obstructing or otherwise molesting any member of HAL, its servants or agents. All incidents will be reported to the Police and future admittance may be refused at the discretion of HAL;
 - 6.4.3 abandoning, persons or animals in vehicles;
 - 6.4.4 misusing or damaging any part of the Authorised Vehicle Area;
 - 6.4.5 parking outside of a designated parking bays (appropriate to your vehicle) or otherwise as instructed by Authorised Vehicle Area staff;

- 6.4.6 driving dangerously or too fast; making unnecessary noise or nuisance, including playing music in a way that annoys other users of the Authorised Vehicle Area;
 - 6.4.7 filming or taking photographs;
 - 6.4.8 cooking or lighting fires;
 - 6.4.9 doing or attempting to do anything which is a criminal offence;
 - 6.4.10 feeding of birds within the Authorised Vehicle Area;
 - 6.4.11 leaving litter anywhere within the Authorised Vehicle Area other than the designated litter bins.
- 6.5 Failure to comply with points 6.1 to 6.4 (inclusive of 6.4.1 to 6.4.11) may result in access to the Authorised Vehicle Area being withdrawn.

7. LIABILITY FOR LOSS DAMAGE OR INJURY

- 7.1 Neither HAL nor any servant or agents will accept liability in respect of any loss, destruction, damage or theft to, of, or from any vehicle in or entering or exiting the Authorised Vehicle Area unless the same is proved to be caused by the negligence of HAL or its employees or the dishonesty of its servants or agents.
- 7.2 Should your vehicle suffer damage whilst in the Authorised Vehicle Area or should you lose the vehicle or any of your possessions from the vehicle whilst it is in the Authorised Vehicle Area, you must:
 - 7.2.1 Immediately report the matter to a member of HAL's agent's staff, quoting the registration number(s) of the vehicle(s) concerned; and
 - 7.2.2 Immediately inform the Police and your insurance company.
- 7.3 HAL, its servants and agents will accept no liability in respect of death or personal injury sustained by users of the Authorised Vehicle Area and others except where the same is proved and to the extent that it is proved to be caused by the negligence of HAL or its employees.

8. OUR LIABILITY TO YOU

- 8.1 HAL will act with reasonable skill and care when providing services to you.
- 8.2 Nothing in these Terms limits HAL's liability in the case of death or personal injury caused by the HAL's negligence, or in the case of fraud.
- 8.3 Without prejudice to Paragraph 8.2 above, HAL's liability to you for the provision of this Authorised Vehicle Area shall be limited to, in the aggregate, £50,000.
- 8.4 HAL does not accept liability for:
 - 8.4.1 any indirect or consequential loss; or
 - 8.4.2 any loss of profit, loss of enjoyment, loss of revenue, loss of data, or loss of earnings.

9. GENERAL

- 9.1 These Terms and Conditions of Use, any agreement made between you and us in accordance with these Terms and Conditions of Use and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions of Use, any agreement made between you and us in accordance with these Terms and Conditions of Use or your use of the Authorised Vehicle Area will be governed by and construed in accordance with the laws of England.
- 9.2 The Courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions of Use, any agreement made between you and us in accordance with these Terms and Conditions of Use (or its subject matter or formation) or your use of the Authorised Vehicle Area.
- 9.3 We reserve the right to change these Terms and Conditions of Use at any time.

- 9.4 These Terms and Conditions of Use, along with all other relevant terms and conditions that are referred to herein (including those available at the Authorised Vehicle Area), constitute the entire agreement between you and HAL with respect to the use of the Authorised Vehicle Area.

Any queries regarding the Authorised Vehicle Area should be directed in writing to the following address:-

Commercial Passenger Services Team
The Compass Centre,
Nelson Road,
Hounslow,
Middlesex,
TW6 2GW
External email: travel_services@heathrow.com

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