

***Long Stay 3 – Flash* Sale General Terms and Conditions.**

All customers are requested to make themselves aware of these Terms and Conditions. Please read these terms and conditions carefully as they relate to your use of our car parks in conjunction with the Flash Sale Offer.

For the general pre-booking and general car park terms and conditions please see:
<http://www.southendairport.com/car-park-terms-and-conditions/>

Please note that the below terms and conditions are only valid and related to the Flash Sale Offer and are not related to any other terms and conditions.

Pre-Booking – Flash Sale

1. Introduction

These Flash Sale Offer Pre-Booking Terms and Conditions apply to all bookings for services made via www.southendairport.com/ or www.southendairport.com/car-parking/pre-booking/ or <https://prebook.southendairport.com>.

All customers should read conditions 2 to 5 inclusive.

The Car Park Terms and Conditions relating to the use of the Car Park are displayed at each of our Car Parks and can be accessed at www.southendairport.com/car-park-terms-and-conditions/ The Car Park Terms and Conditions should be read carefully as they form part of these Flash Sale Offer Pre-Booking Terms and Conditions.

These Flash Sale Offer Pre-Booking Terms and Conditions contain important information and they specify those matters for which London Southend Airport Company Limited does not accept responsibility.

2. Definitions

In Flash Sale Offer Pre-Booking Terms and Conditions:

(a) “us” “we” and “our” means London Southend Airport Company Limited whose

registered office is at Stretton Green Distribution Park, Langford Way, Appleton, Warrington, Cheshire, WA4 4TZ;

(b) “you”, “your” and “customer” means a person who shall have entered into a contract for the parking of a Vehicle at the Car Park.

All customers entering into a contract with us for the parking of a Vehicle at the Long Stay 3 Car Park, whether by purchasing a ticket or otherwise, will be considered to do so on behalf of themselves and all other persons with whom they hold themselves out as representing;

(c) “Car Park” means any parking facility managed and/or operated by

us provided for the parking of Vehicles;

(d) "Car Park Terms and Conditions" means the general car park terms and conditions which form part of these Flash Sale Offer Pre-Booking Terms and Conditions and are displayed at the Car Park and are accessible at www.southendairport.com/car-park-terms-and-conditions/;

(e) "our representative" means any of our officers, agents and employees (acting in the course of business and within the scope of their duties towards us);

(f) "Flash Sale Offer Pre-booking Terms and Conditions" means these terms and conditions including the general Car Park Terms and Conditions;

(g) "Vehicle" means any vehicle which enters into the Car Park and includes any mechanical device on wheels or tracks, its equipment, accessories and everything that may be left in or on it;

(h) "Website" means www.southendairport.com and all other URL's operated by us; And <https://prebook.southendairport.com>

3. Tickets

3.1 When you book car parking via the Website you will be given a unique booking reference number ("Booking Reference") via email.

3.2 The booking you make is non-transferable either from you to someone else or between different Car Parks.

3.3 The booking you make is valid only for the times, dates, price, Car Park, terminal (if relevant) and airport specified in your booking. The booking only permits you to make one entry and one exit per booking. It does not allow you to make multiple entries and exits during the period of your booking and you will be subject to a parking contravention charge notice in the event that you breach this provision.

3.4 Car parks are priced per 24 hour period or part thereof. Prices are subject to change and quotes provided are valid at the time of booking only.

3.5 The time period charged for when you pre-book is calculated on the basis of the times you select when making your booking. However, if your actual entry and exit time changes from the time period specified in your booking and as a result your actual time in the Car Park runs into another time period over and above that booked, you will be liable for an additional charge at the drive up tariff as displayed on the tariff board at the car park, and this amount must be settled before you leave the Car Park. The duration of the Vehicle's stay within the Car Park will in such circumstances be finally determined by us. The terms of this paragraph 3.5 apply irrespective of the reason why you are late back into the Car Park unless your delayed return is caused directly by our negligence.

3.6 When you enter and exit the Car Park, it is imperative that you follow the instructions you have been issued within your booking confirmation. Please be aware that some Car Parks use a number plate recognition service and as such if your number plate is not recognized or is not consistent with the number plate for which you have booked, you may when trying to exit be charged the full and total amount of your stay.

3.7 If you are issued with a car parking ticket on entry to the Car Park, please retain this in a safe place as you may need it to exit. On exit please follow the instructions issued to you at the time of booking.

3.8 Should you wish to amend your booking or part of it you may do so via the Website. This must be done at least 12 hours before the entry time and date specified in your original booking.

3.9 There is no cancellation for this product. No refunds will be given. We will not refund any booking fees or credit card surcharges.

3.10 Where a change/amendment is required by you for your Car Park booking, you must amend the booking through the pre-booking website at least 24 hours before the Car Park entry time and date specified in your booking. If you do not amend the booking through the pre-booking website before the 24 hours, no refund will be given, no changes will be made and if the change requires additional parking days to those indicated in your booking you will have to pay the full daily rate from time to time of the relevant Car Park. Changes to your existing booking at least 24 hours before the Car Park entry time and date specified in your booking will be subject to a £5 administration charge.

3.11 Failure to park the vehicle in the correct Car Park for the Flash Sale offer (for the sake of clarity the Car Park in which the vehicle has been pre-booked Long Stay 3) will result in the full tariff applicable to the car park in which the vehicle is parked being charged. No refund can be given if you fail to park in the correct car park.

3.12 No retrospective refunds will be made after the Car Park entry time and date of your booking (as detailed on your booking confirmation) if you have not followed the changes to booking procedures set out in these Flash Sale Offer Pre-Booking Terms and Conditions.

3.13 If a refund is due, it will only be made where you can provide us with a pre-paid Booking Reference, ticket issued on entry and banks statements showing the relevant payments made. Refunds are only made to the original card on which payment was made. Refunds will only be made when none of the above terms and conditions have been breached.

3.14 If we cancel your booking for any reason within our direct control and not due to an event beyond our control then we will refund the amount we have received from your pre-booking onto the card which payment was made.

3.15 No refunds will be made other than as expressly provided for in these Flash Sale Pre-Booking Terms and Conditions.

3.16 Where a product is “Non Flexible” terms 3.8 to 3.11 and 3.13 to 3.14 do not apply.

4. Offer

4.1 Flash Sale Offer cannot be used in conjunction with any other offer.

4.2 There is limited availability for this product. Once it is sold out the rate will no longer be available. Customers who try to purchase after it has sold out will be not be eligible for the reduced rate and normal rates will apply. London Southend Airport Co. Ltd. Holds no responsibility for customers who book after all spaces have been sold.

4.3 The Flash Sale Offer is only valid to bookings which have a physical parking stay between 24/02/14 and 31/12/2016 inclusive. All parking dates must be consumed within this time frame.

4.4 Amendments and cancellations are not permitted and no refund will be given.

4.5 Any multiple bookings or clandestine behaviour will result in the cancellation of bookings without any refunds or warnings. This is at the sole discretion of London Southend Airport Company Limited.

4.6 Parking is non-transferable to any other company or individual and is only valid for the individual customer and vehicle as stated on the booking confirmation.

4.7 Normal long stay day rates will apply to any person who goes over their booked time and date periods.

4.8 London Southend Airport reserves the right to remove this offer at any point without prior warning.

4.9 This offer is subject to availability within the car parks.

4.10 The automated pre-booking system will apply discounts for the Flash Sale Product automatically.

4.11 The Flash Sale offer is for parking of durations of 3 days or more.

4.12 The Flash Sale product is only valid for bookings for car park Long Stay 3.

4.13 The Flash Sale has a limited allocation. Once all of these spaces have been sold the product will automatically close.

4.13 The sale will run at various dates and times at any times from 9am on 02/01/14 until 9am on 31/12/16 only. Any bookings made post or prior these dates and times will not be viable for the reduced rate. Also once the allocation has been used (if applicable) then the dates and times become null and void as full allocation has been sold.

5. Variation of the Terms and Conditions

These Flash Sale Offer Pre-Booking Terms and Conditions and any document referred to herein constitute the whole agreement between us and you. However, we reserve the right to amend these Flash Sale Pre-Booking Terms and Conditions at any time. Nothing said or done by any of our representatives is capable of varying these Pre-Booking Terms and Conditions.

6. General

6.1 Each of these Flash Sale Offer Pre-Booking Terms and Conditions shall be construed separately, applying and surviving even if for any reason other provisions are held inapplicable or unenforceable in any circumstances.

6.2 Nothing in these Flash Sale Offer Pre-Booking Terms and Conditions shall take away or modify any of your statutory rights or entitlements.

6.3 These Flash Sale Offer Pre-Booking Terms and Conditions are governed by and shall be construed in accordance with English Law and any claims arising under them are subject to the exclusive jurisdiction of the English Courts.

6.4 We shall store, process and use all information regarding your personal details in accordance with the requirements of the Data Protection Act 1998. For further details on how we collect and use your information for marketing purposes please review our Privacy Policy at <http://www.southendairport.com/privacy-policy/>

6.5 If any provision of these Flash Sale Offer Pre-Booking Terms and Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Flash Sale Offer Pre-Booking Terms and Conditions, and the validity and enforceability of the other provisions of this agreement shall not be affected.

6.6 If a provision of these Flash Sale Offer Terms and Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

7. Events beyond the Airport's control

7.1 The Airport does not accept liability for any failure by it to perform its obligations due to an event beyond its reasonable control. A non-exhaustive list of such events includes war or threat of war, riots, civil strife, terrorist threats or activity, industrial disputes, natural and nuclear disaster, fire, adverse weather conditions, volcanic eruption or ash cloud, government regulations, closure or congestion of airports, and / or cancellation or changes of schedules by airlines.

7.2 Except as expressly stated in these Terms 6.1, the Airport shall not be obliged to either refund any pre-payment by you, or make any other change to your booking in the event that you wish to amend your booking due to an event of the kind listed in 6.1.

7.3 Any decision made to refund or facilitate a re-booking for any of the items listed in 6.1 remains the total discretion of the Airport and Terms and Conditions will be stipulated within any such agreement.