

Public Transport Interchange- Terms of Use

1. Introduction and Scope

- 1.1. These are the terms upon which Bristol Airport Limited will allow access and use of the Public Transport Interchange at Bristol Airport.

2. Definitions

In these Terms:

- 2.1. **Airport:** means Bristol Airport.
- 2.2. **Airport Byelaws:** means the Airport's current byelaws from time to time.
- 2.3. **ANPR:** means automatic number-plate recognition using optical character recognition on images to read vehicle registration plates.
- 2.4. **BAL:** means Bristol Airport Limited, the operator of the Airport and the PTI.
- 2.5. **Bus or Coach:** means any public or private service vehicle with the capacity to carry more than sixteen passengers.
- 2.6. **CCTV:** means any CCTV or photographic footage captured by our cameras positioned in and around the Airport.
- 2.7. **Minibus and overheight:** means a minibus with the capacity to carry up to sixteen passengers and is more than 2.5m in height.
- 2.8. **Operator(s):** means any person or company using the PTI, which may include BAL, that operates or uses a Permitted Vehicle.
- 2.9. **Permitted Vehicle** means Buses or Coaches with more than 16 seats.
- 2.10. **Public Transport Interchange or PTI:** means the bus and coach area situated at the Airport on the roof of the multi-storey car park. Appendix 1 shows a map of the PTI location coloured in purple.
- 2.11. **PTI Access Policy:** means BAL's PTI access policy as updated from time to time.
- 2.12. **Tariff:** means the charge for the use of the PTI, as set by BAL from time to time and published on the airport website and on the Tariff Board.
- 2.13. **Tariff Board:** the board located at the PTI displaying the Tariff.
- 2.14. **Taxi:** means any taxi, hackney carriage or private hire licensed vehicle.
- 2.15. **Terms:** means the terms set out in this document, as may be amended by BAL from time to time.

3. Legal Effect

- 3.1. An Operator is permitted to use the PTI only on condition that it complies with these Terms, the Access Policy and any other commercial agreement in place between the Operator and BAL.
- 3.2. By using the PTI, the Operator is deemed to have accepted these Terms and the Access Policy, and agrees to be bound by them.

- 3.3. It is the Operator's responsibility to ensure that its employees and contractors are familiar with, and comply with, these Terms. Any obligation on the Operator includes an obligation on the Operator to ensure that its employees and contractors comply with the obligation in question.
- 3.4. BAL reserve the right to update these Terms from time to time but the Conditions current at the time of either the Operator's booking or arrival at the PTI shall apply.

4. Right to use the PTI

- 4.1. Only Permitted Vehicles that have paid the applicable Tariff may use the PTI.
- 4.2. Any Permitted Vehicle is allowed to use the PTI on the terms set out in these Terms.
- 4.3. Any vehicle that is not a Permitted Vehicle is not permitted to use the PTI and must use the designated drop off zones and car parks at the Airport.

5. PTI Opening Hours

- 5.1. The PTI is open 24 hours a day, 7 days a week. Where practicable, BAL will use reasonable endeavours to notify regulated bodies and known Operators of any changes in advance, or if any closures are planned (in which case BAL will specify temporary alternative arrangements that all Operators must adhere to).
- 5.2. BAL reserves the right to refuse entry to the PTI to any Operators if the PTI is at full capacity at the time entry is required, or entry will or is likely to create a security, safety or congestion concern.

6. Tariff for use of the PTI

- 6.1. Subject to paragraph 7, all Operators must pay the Tariff for using the PTI as specified on the Tariff Boards before entry will be granted the PTI.
- 6.2. The Tariff will be payable over the intercom by card only PTI
- 6.3. The Tariffs for parking in the PTI will be displayed on the Tariff Board and can be altered at any time at BAL's discretion. Any changes will not affect an Operator if it has already booked or taken a vehicle parking ticket on entry to the PTI in accordance with paragraph 11.
- 6.4. In the event of any machine failure, BAL reserves the right to collect the charges manually prior to the Permitted Vehicle entering the PTI.
- 6.5. The Operator must not enter the PTI without having paid the appropriate Tariff.
- 6.6. The Tariff payable permits the Operator to access the PTI for a 30 minute period, which begins on entry to the PTI as recorded by the Airport's ANPR cameras. If an Operator exceeds such 30 minute period, then a parking charge notice will be issued to the Operator for a fee [as stated on the Tariff Board].

7. Tariff Exemptions

- 7.1. BAL may in its discretion, acting fairly and in a non-discriminatory way, exempt the Tariff in the following circumstances:

- 7.2. Exemptions based on operational needs: Exemptions to the Tariff will be considered based on an unforeseen or operational need, for example when access to the PTI is required by the Operator for the purposes of facilitating passenger movements in the event of emergencies
- 7.3. Exemptions or reductions based on public transport commitments: Exemptions or deviations to the Tariff may be applied on a short term basis for the purposes of growing public transport usage from particular catchment areas in line with BAL's PTI Access Policy.

8. Use of Allocated Capacity

- 8.1. The PTI employs a dynamic bay allocation system on a first come, first serve basis.
- 8.2. All Operators must drop off and pick up passengers in the designated bays. No loading or unloading is permitted outside of these.
- 8.3. All Operators shall ensure that any dwell times at the PTI are kept as short as possible.

9. Parking Restrictions

- 9.1. Unless specifically requested to do so by BAL or its employees, servants or agents the Operator should not under any circumstances:
 - 9.1.1. park in a no parking area;
 - 9.1.2. park on a double yellow or double red line;
 - 9.1.3. park other than in a designated parking bay;
 - 9.1.4. park in a time restricted waiting area for any longer than the allowed time;
 - 9.1.5. park across two parking bays; or
 - 9.1.6. park in a space other than the one allocated by BAL.
- 9.2. Unless directed to do so by a member of BAL's staff, if the Operator parks in a space taking up more than one parking bay, it will be liable for the additional cost of any space(s) used, at the rate specified on the Tariff Board for the PTI.
- 9.3. If the Operator parks without authorisation in any area of the PTI which is cordoned off, BAL reserves the right to move the Permitted Vehicle and the Operator will be liable for any associated removal costs.

10. Prohibited Activities

- 10.1. No vehicle shall be towed into the PTI or enter otherwise than under its own mechanical power and no work or repairs or maintenance to or washing of or cleaning of Permitted Vehicles is permitted in the PTI.
- 10.2. No activity in connection with the selling, hiring or other disposal of the Permitted Vehicle shall be carried out in the PTI.
- 10.3. No commercial activity other than the pre-arranged collection or drop off of passengers shall be conducted from any Permitted Vehicle or otherwise within the PTI.

- 10.4. No Permitted Vehicle shall obstruct any access or circulation area within the PTI.
- 10.5. No person shall do anything in the use of the PTI that may be a nuisance or inconvenience to BAL or any other user of the PTI.
- 10.6. No Permitted Vehicle shall cause any unnecessary noise, vibration or exhaust fumes within the PTI.
- 10.7. No person shall do any act or thing which may render invalid or void any policy of insurance effected in respect of the PTI.
- 10.8. No person shall park in spaces designated as being reserved unless entitled to do so.
- 10.9. No person shall deposit any rubbish, litter or refuse of any kind in the PTI, other than in proper receptacles.
- 10.10. No person shall pour or transfer fuel, oil or lubricant into or out of any Permitted Vehicle.
- 10.11. No Permitted Vehicle is allowed to have its engine idling whilst within the PTI. Once the Permitted Vehicle has parked in the designated space, the engine must be switched off.
- 10.12. No person shall commit or cause to be committed any activity or attempt of an activity that is a criminal offence;
- 10.13. No person shall obstruct or interfere with or cause any obstruction or interference with the ANPR and / or CCTV system;
- 10.14. No Person shall tailgate or permit any other person to tailgate into or out of the PTI or taking any other action to avoid paying the Tariffs.

11. Safety in the PTI

- 11.1. Drivers must not exceed the 10 mph speed limit in force within the PTI.
- 11.2. All drivers or customer service staff are to wear a high-visibility waistcoat or jacket when loading or unloading their vehicle.
- 11.3. Drivers must give way to reversing vehicles at all times.
- 11.4. Operators are responsible for the safety of its passengers, particularly children. Operators must not allow them to be put in danger, or where they could cause an accident. In particular, children must not play in the PTI and must not be left unaccompanied.
- 11.5. Drivers should always be aware of other Permitted Vehicles in motion.
- 11.6. Drivers must comply with all directions and signs from time to time posted in the PTI and all instructions or requests given or made from time to time by any of BAL's employees or agents for regulating traffic and controlling the positioning of Permitted Vehicles within the PTI.
- 11.7. Drivers must ensure that animals are kept secured on a lead when outside a Permitted Vehicle.
- 11.8. Operators are responsible for any damage or injury they or their employees or drivers cause whilst driving or parking a Permitted Vehicle. BAL will use all information available to it, including but not limited to ANPR data, CCTV and booking records, to investigate incidents. If requested, BAL will supply its records and information to the police or insurance companies.

12. Securing Vehicles

- 12.1. Before leaving a Permitted Vehicle in the PTI, Operators must ensure that its Permitted Vehicle is securely locked;
 - 12.1.1. all the windows of the Permitted Vehicle and any sunroof are securely locked;
 - 12.1.2. the handbrake is fully engaged and the Permitted Vehicle left in gear (or, if it is an automatic, left in "Park" mode);
 - 12.1.3. no person or animal is left in the Permitted Vehicle; and
 - 12.1.4.** no possessions or valuables are left in the Permitted Vehicle.

13. Damage to other Vehicles or Property within the PTI

- 13.1. If the Operator damages another vehicle or any part of the PTI its driver must report the matter immediately to a member of BAL's staff and give him or her the registration numbers of any vehicles involved together with:
 - 13.1.1. if the Operator is a company, the Operator company and driver's full name, the Operator company's address and the name and address of the Operator company's insurance company together with the policy number; or
 - 13.1.2. if the Operator is a person, the Operator driver's full name, address and the name and address of his / her insurance company together with the policy number.
- 13.2. In doing so, for the purposes of the General Data Protection Regulation and any other relevant law the Operator authorises BAL to pass this information on to the owner or driver of any other vehicle involved and / or the police.
- 13.3. The Operator shall be required to make good to BAL's reasonable satisfaction any damage it causes to the PTI or, to pay to BAL on demand the cost incurred by it in making good such damage, at BAL's option.

14. BAL's liability for Loss or Damage to Property

- 14.1. BAL cannot guarantee the security of the PTI or that the Permitted Vehicle will not be damaged as members of the public have access to them at all times. BAL does not guarantee nor make any representation that the security measures that it has in place will be working at all times or, even if they are working that they will be effective in preventing loss, damage, or theft or in identifying who might be to blame.
- 14.2. Neither BAL nor its employees, servants or agents accept liability for any loss or theft of or from any Permitted Vehicle or any damage caused to a Permitted Vehicle, unless caused by the negligence, wilful act or default or breach of statutory duty by BAL or its employees servants or agents.
- 14.3. For the avoidance of doubt BAL will not be liable for any loss or damage to a Permitted Vehicle or anything in it resulting from the Operator's failure to comply with these Terms or as a result of any of the following:
 - 14.3.1. wear and tear or ageing of any Permitted Vehicle;
 - 14.3.2. any Permitted Vehicle being unserviceable or otherwise unroadworthy at the time of its entering the PTI;

- 14.3.3. any loss or damage which cannot be proven to have occurred as a direct result of the negligence of BAL's employees or agents; or
- 14.3.4. any loss or damage resulting from exceptional weather events or natural disasters or any other circumstances beyond our reasonable control.
- 14.4. BAL will not be responsible for or be liable to the Operator for any breach of these Terms or losses of any description (including without limitation loss of sales or profits) or inconvenience through:
 - 14.4.1. disruption to the infrastructure or the supply of any services and facilities at the Airport due to fire or other damage, mechanical breakdown, industrial action, force majeure or by any reason of any act matter or thing beyond BAL's control;
 - 14.4.2. the carrying out of any repair, alteration or refurbishment or extension;
 - 14.4.3. the closure or evacuation of any area for security or safety reasons; or
 - 14.4.4. any reason beyond BAL's control.

15. Vehicle Control, Enforcement and Management

- 15.1. BAL subcontracts the vehicle control, enforcement, and management services of the PTI to the relevant enforcement agents. The enforcement agents shall rely on these Terms, in addition to any further conditions, as signposted at the PTI.
- 15.2. If an Operator is deemed by us or the enforcement agent to be in breach of these Terms, BAL or the enforcement agent may request the Operator's details from the DVLA.
- 15.3. If an Operator breaches these Terms, it may be subject to parking enforcement action, including parking charge notices.

16. Breach of these Terms

- 16.1. If an Operator breaches these Terms, BAL reserves the right to require the Operator to leave the PTI immediately and to remove any Permitted Vehicles under the care of the Operator. In these circumstances, the Operator will not be entitled to any refund in respect of Tariffs paid to BAL.
- 16.2. BAL reserves the right to refuse entry into the PTI if, at its discretion, BAL has reason to believe that entry and / or use of the PTI is likely to result in a breach of these Terms.
- 16.3. If an Operator is asked to leave the PTI or is refused entry to the PTI due to a breach or potential breach of these Terms and it has pre-booked the use of the PTI, the Operator will not be entitled to any refund for the booking.
- 16.4. BAL also reserves the right to prohibit an Operator from entering the PTI in the future at BAL's discretion if the Operator breaches or may breach these Terms.]

17. Insurance and allocation of risk

17.1 Operators will:

- 17.1.1. comply with the requirements of BAL's insurers in so far as they relate to the Operator's activities at the Airport and are communicated to Operators; and
- 17.1.2. not do anything contrary to an instruction by BAL whereby any policy or policies of insurance relating to the Airport may become

void and / or voidable whereby the rate of premium thereon may be increased and if an Operator defaults in this obligation it will pay to BAL within 14 days of invoice the full amount of additional premium or (as the case may be) the insurance proceeds rendered irrecoverable which are directly and wholly as a consequence of such breach.

17.2. Operators will:

- 17.2.1. pay to BAL within 14 days of invoice the amount of any excess or deductible paid or suffered by BAL in respect of any claim it makes on any of its policies that arises directly and wholly from the negligence or deliberate act of an Operator or its employees, agents, contractors, sub-contractors, or any other person under its control;
 - 17.2.2. maintain in force third party liability insurance for the minimum amount of £10 million (or such higher amount as BAL may reasonably specify) in respect of any one occurrence or series of occurrences arising from the use of the PTI and/or the operation of the Operator's service; and
 - 17.2.3. maintain all insurances which may be required by law to at least the minimum level required by law (including but not limited to employer's liability insurance for which the minimum level will be £10 million in respect of any one incident (or such higher amount as BAL may reasonably specify and notwithstanding the fact that a lower level may be permissible by law) and are applicable to employees, agents, contractors, or sub-contractors or any other person present at the Airport under the Operator's control.
- 17.3. Operators will, on written request, provide sufficient evidence to BAL that it has maintained insurance as required by these Terms and that all premiums due have been paid.
- 17.4. Nothing in these Terms shall limit a party's liability for death or injury resulting from that party's negligence, fraud or fraudulent misrepresentation, or any matter or liability for which a party cannot legally limit or exclude or attempt to limit or exclude.
- 17.5. Subject to paragraph 18.4, neither party shall have any liability to the other for any indirect, consequential or special loss or damage of any nature arising out of any performance or non-performance of any of their obligations under these Terms (whether by virtue of negligence or otherwise).
- 17.6. Subject to paragraph 18.4, BAL will not be responsible or liable for any death, injury or illness which may be sustained by an employee, agent, contractor, or sub-contractor of an Operator or by any other person under an Operator's control, or for any loss, damage or destruction to the property of an Operator or of any such employee, agent, contractor, or sub-contractor of an Operator or by any other person under an Operator's control, unless due to fraud of BAL or any of its employees or the negligence or deliberate act of BAL or its employees, agents, contractors, sub-contractors or any other person under its control.
- 17.7. BAL will not be responsible for or be liable to an Operator for any losses of any description (including without limitation loss of sales or profits) or inconvenience through disruption to the supply of services and facilities to the PTI or to any other part of the Airport due to fire or other damage, mechanical breakdown,

industrial action, force majeure, or by reason of any act matter or thing beyond BAL's control.

18. Data Protection and Privacy

- 18.1. 22.1 All personal data, including CCTV footage and ANPR data, will be collected and processed in accordance with applicable data protection laws. Data may be shared with law enforcement or insurers as necessary and retained for a reasonable period solely for security and operational purposes.
- 18.2. 22.2 Please see our website for the terms of our Privacy Statement, which applies to any of your personal data processed by us.
- 18.3. 22.3 If you have any queries or concerns about how your personal data is processed by us, please contact us at privacy@bristolairport.com.

19. Indemnity

- 19.1. The Operator hereby indemnifies BAL, our staff, and agents in respect of all claims, losses, damages, costs, and expenses suffered arising from any breach of these Terms by the Operator.

20. Contacting BAL

If you need to contact BAL, you can

- 20.1.1. write to BAL at Ground Transportation Manager, Bristol Airport, Bristol, BS48 3DP; or
- 20.1.2. visit the "contact us" page on the website at www.bristolairport.com/contact-and-help/

21. General

- 21.1. BAL shall not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 21.2. These Terms are made under the laws of England, is enforceable only in the Courts of England, and accordingly the parties submit to the jurisdiction of the English Courts.