



Terms and Conditions TCs- TRAVELPORT CARIBBEAN

1. Introduction

- 1.1. These are the Terms and Conditions upon which our Services are provided and shall be deemed incorporated in and shall form part of all contracts.
- 1.2. By making an online booking or parking at our Carpark you shall be deemed to have agreed to be bound by these Terms and Conditions; and you agree to comply with all rules and policies displayed in the Carpark and directions given to you by our staff.
- 1.3. No variations to these Terms and Conditions will be binding on us unless agreed by us in writing.
- 1.4. Any changes to these Terms and Conditions will be updated to our Website and deemed effective immediately.

2. Premises

- 2.1. **TRAVELPORT CARIBBEAN** reserves the right to store your Vehicle and its contents at any land and/or buildings which are owned or leased by us or of which we have a right of use or occupancy (“**Premises**”). Movement and storage of your Vehicle at our premises is at our sole discretion.

2.2 Insurance

The customer agrees that it is their responsibility to have their vehicle fully insured whilst in the care of **TRAVELPORT CARIBBEAN**. You authorize **TRAVELPORT CARIBBEAN** and its employees/contractors to drive/store/park your vehicle at any of our premises. You further agree that your insurance is deemed to cover **TRAVELPORT CARIBBEAN** employees/contractors whilst driving your vehicle during any transit between our premises. In the event of any accident/losses to your vehicle occurring during transit between premises or at the storage facility you will claim all losses on your insurance. In the event that our employee/contractor is found at fault then **TRAVELPORT CARIBBEAN** will reimburse you all their uninsured losses such as any excess applicable as a result of the accident to a maximum of \$400.

2.3 Parking Option:

Valet Parking - We park the car for you and keep the key. We reserve the right to park/drive/store the vehicle at any of our premises in the area. You authorise us to drive your vehicle.

Allocated Parking - This is a Park N Ride option. You get an Allocated Spot and you can take your key with you.



3. Fees and Payment

- 3.1. Our standard parking Fees are calculated on a daily rate basis. Please see our Website for our current standard rates and charges. Advertised rates are for standard vehicle sizes only. Rates and charges are subject to change without notice. Rates depend on vehicles make and model. If you have made a booking for the wrong make and model, we reserve the right to update the rate at the time of parking. Quoted rate is only guaranteed if a booking is made and confirmed with a booking number at the same time as getting as the quote. The rates advertised are for the general public only and is not available to commercial operators such as vehicle hire companies and storage companies.
- 3.2 Any extension charges will be charged at \$7 daily for valet option standard size vehicles, allocated rate for allocated option and large vehicle rate for larger vehicles.

Blackout dates apply - school holidays, long weekends

- 3.4. All payments are due on commencement of the Services and prior to the release your Vehicle should any subsequent fees or costs be incurred. We accept payment via cash OR Credit Card. Any payment made via Credit Card will incur a surcharge of 3%. There is no surcharge for any payment made in cash.
- 3.5. Credit Checks- We generally do not do credit checks. If however a need arises due to the failure of adhering to our Terms and Conditions, we may carry out a credit check.
- 3.6 We reserve the right to correct pricing should there be any calculation errors or technological errors. Booking will be cancelled without notice.

4. Credit Cards

- 4.1. If you wish to make any payments to us by way of an approved credit card, you agree to provide us with all required details of your credit card for the purpose of charging that credit card for any due fees and costs incurred in accordance with these Terms and Conditions. You warrant that the credit card belongs to you and/or you are duly authorised to have amounts charged to the Credit Card. A surcharge will apply when making payments via credit cards. Surcharge rate is 3%.
- 4.2. You authorise us to charge your credit card for all due Fees and costs incurred in accordance with these Terms and Conditions.

5. Vehicle Check In Form

- 5.1. It is your responsibly to complete and return the vehicle check in form when dropping off your Vehicle. In doing so, you must identify all dents, marks and defects in/on the Vehicle on the Vehicle Check In Form provided. If a Vehicle Check In Form is not provided to you at the time of drop off, please ask us for a form. Failure to complete a vehicle check in form will waive your rights to make any claims of damage to your Vehicle. We will not check the contents of the vehicle. Any valuables must be disclosed to us at the time of parking.



6. Car Keys

- 6.1. At the time of drop off, you must provide **one** car key and any remote control device necessary to open or operate your Vehicle to enable us to perform our Services. In the event that you fail to leave a car key and/or any remote control necessary to open or operate your Vehicle then you agree to pay Towing Fees. **TRAVELPORT CARIBBEAN** will not be liable for any other keys handed with the car key.
- 6.2. We will not be held liable for any damage caused to keys as a result of reasonable use and fair wear and tear, including (without limitation) broken/missing buttons and remote control malfunctions.

7. Nominated Person

- 7.1. Upon making your Booking you must provide the full legal name and contact details for your Nominated Person. You authorise us to contact your Nominated Person in the event that we are unable to contact you after making reasonable attempts to do so.
- 7.2. You authorise us to grant access to and/or release your Vehicle to your Nominated Person in the event of abandonment of your Vehicle or at your written request sent via your Nominated Email Address.

8. Booking Period

- 8.1. You must provide all drop off and pick up times at the time of making your Booking ("**Booking Period**"). You must check all details of drop off and pick up times upon check in with us. All dates and times provided to us form part of our Contract and are deemed to have been checked by you and accepted as correct upon the commencement of our Services.
- 8.2. You agree to notify us any change of arrival dates, time and flight number in writing via your Nominated Email Address at least 24 hours in advance. Early pickup without notification will incur an additional charge and no refunds will be provided.
- 8.3. You will not be given a refund if your stay is shorter than the Booking Period. If you pick up or drop off your Vehicle any time outside of your confirmed Booking Period you will be charged for the additional time at our daily rate. You authorize **TRAVELPORT CARIBBEAN** to debit the cost of any additional time against your Credit Card.

All cancellations must be sent in writing via email to travelportcaribbean@gmail.com . No phone cancellations will be accepted.



For bookings made online through the **TRAVELPORT CARIBBEAN** website or by phone where a pre-payment has been made then a cancellation is requested:

- i) Any paid booking will incur cancellation fee of \$10 and balance will be refunded. If you cancel on the actual **Date In** (Day you booked to park) then there is no refund.
- ii) There is no refund for '**no-show**' (where you do not turn up on the day parking has been requested) or cancellation notification sent less than 48 hours prior to the parking date and time booked. There is no entitlement to a refund. In the event of "no show" on the Date In, there will be no refunds.
- iii) Once a vehicle is parked, there is no refund for early pick up/ cancelled flights/ missed flights or under any circumstances.

9. Hours of Operation

- 9.1. We are open 24 hours a day 7 days a week, 365 days a year including public holidays.
- 9.2. For the safety of our staff you must book at least 24 hours in advance for all drop offs between the hours of 7.00pm and 5.00am.

The use of this parking facilities is at your own risk in every respect and you release **TRAVELPORT CARIBBEAN** and its employees or contractors fully from any liability for loss or damage to your vehicle or any other possessions howsoever caused. We cannot guarantee the security of your vehicle. We do not have insurance that covers for your vehicle. In any event of damage or accident, you have to make claim through your own insurance company and we will not be held liable.

- 10.1. To the fullest extent permitted by Barbados law, we shall not be held liable in tort (including negligence), contract or on any other basis whatsoever for (without limitation):
 - i) Destruction, loss or damage to your Vehicle, your Vehicle's contents, your baggage, or any other possessions howsoever caused; or
 - ii) Any delay in transporting you, your authorised agent, or your accompanying passengers between the Airport and the Premises; or
 - iii) Any consequential, indirect or special loss whatsoever (including loss of profits), in any circumstances and for whatever reason.
- 10.2. Where any such liability cannot be excluded then, our liability shall be limited to amount you have paid for our Services.
- 10.3. We will not be liable for any loss or damage caused by you, your agent whilst in control of your Vehicle. You are liable for any destruction, loss or damage caused to any other persons or property, including our property, by you or your agent whilst in control of your Vehicle.



10.4. If the performance of any obligations we may have under the Contract is prevented or delayed by any act or omission by you, your agents, contractors, employees or representatives, we are not liable for any costs, charges, damages or losses incurred by you arising directly or indirectly from such prevention or delay.

11. Indemnity

11.1. You and the Vehicle owner release and indemnify **TRAVELPORT CARIBBEAN** and our employees, agents, contractors and representatives from and against all and any liabilities, claims, damages, losses, costs and expenses arising out of or in any way connected with the Vehicle, its contents or the provision of our Services in respect of the Vehicle except to the extent that such liabilities, claims, damages, losses, costs and expenses are directly and solely caused by the wilful misconduct of **TRAVELPORT CARIBBEAN**.

11.2. These Terms and Conditions, including any exclusion or limitation of liability, shall apply to and be for the benefit of our employees, agents, contractors and representatives to the same extent as they apply to us.

12. Lien and Abandonment

12.1. **TRAVELPORT CARIBBEAN** shall have a contractual lien in respect of your Vehicle and/or any goods attached to or contained within the Vehicle at the time of storage for all due Fees and costs that may be payable in accordance with these Terms and Conditions. We reserve the right to exercise the lien, at our sole discretion, and may retain possession of your Vehicle and/or any goods attached to or within the Vehicle until we have received full payment of any due Fees and costs that have been incurred up to and including the time of release in accordance with these Terms and Conditions.

12.2. Should any due Fees or costs remain unpaid after 30 days of **TRAVELPORT CARIBBEAN** serving notice requiring immediate payment of the due Fees and/or costs, we may, after making reasonable attempts to contact you and/or the owner of the Vehicle, sell the Vehicle and/or any goods attached to or contained within the Vehicle and apply any proceeds in satisfaction of the lien. The balance of proceeds of sale (if any) after the deduction of all Fees and/or costs owed to us, including all costs associated with the recovery of the debt and the sale of the Vehicle and/or any goods attached to or contained within the Vehicle, will be accounted for by **TRAVELPORT CARIBBEAN**, and paid to you or the owner of the Vehicle upon providing satisfactory proof of ownership. In the event that we are unable to contact you or the owner of the Vehicle, you authorise us to pay the balance of sale proceeds to your Nominated Person who will accept this payment on your behalf.



12.3. If you have not collected your Vehicle and have not contacted us within 72 hours of the expiry of your Booking Period, after making reasonable attempts to contact you, we will consider your Vehicle as abandoned. In the event that you have abandoned your Vehicle you authorise us to contact your Nominated Person and request immediate payment of all due Fees and costs from them on your behalf. On receipt of payment you authorise us to release your Vehicle to your Nominated person. Should your Nominated Person decline to make payment on your behalf or is not contactable then clauses 13.1 and 13.2 shall apply.

12.4. In the event that you leave an item(s) of personal property in our Shuttle or on our premises (but outside of your Vehicle) then after 30 days from the date of this contract you consent to us donating such item(s) to a charity of our choice.

13. Customer Obligations

13.1. Your Vehicle and its contents are stored and driven at your own risk at all times. We accept no liability for any loss or damage to any article or personal belongings left in our custody or control. Our employees are not authorised to accept any of your personal belongings for safe custody, except the keys to your Vehicle. Any valuables in the vehicle must be disclosed to us at the time of parking.

13.2. It is your responsibility to arrive at our Premises in sufficient time for you to check in and be transferred to the Airport by shuttle. We will not be held responsible for any missed flights or delayed travel as a result of your failure to do so.

13.3. Your own insurance is to cover the Vehicle in all respects to damage or loss at all times.

14. Customer Warranty

14.1. By agreeing to these Terms and Conditions you warrant as follows:

- i) You are either the owner of the Vehicle or the authorised agent of the owner of the Vehicle;
- ii) You are accepting these Terms and Conditions on your own behalf and on behalf for all other persons or entities on whose behalf you are acting;
- iii) The Vehicle you are storing with us is registered, is of roadworthy condition, is reasonably drivable and suffers no defects or dangerous features that may cause harm or damage to any other person, vehicle, or the Carpark.

15. Security

15.1. CCTV surveillance cameras are operational at various points throughout our Premises for safety and security monitoring purposes. While we take all reasonable care to keep our Premises safe, we cannot guarantee the security of your vehicle.



16. Authority in Respect of Vehicle

16.1. You authorise **TRAVELPORT CARIBBEAN** to perform any act that we, at our sole discretion, consider necessary to provide our Services. Such acts may include, but are not limited to the following:

- i) Entering the Vehicle;
- ii) Driving the Vehicle within our premises or to any other location necessary to enable us to perform our Services; and
- iii) Adjusting seat and/or mirror positioning to enable us to operate the Vehicle safely and/or correctly perform any other services.

We accept no liability for any claim for loss or damage caused by such acts

17. Authority to Release

17.1. We will only release your Vehicle to someone who, at our sole discretion, we are satisfied is entitled to possession of the Vehicle.

17.2. You may nominate someone other than yourself to access or collect the Vehicle on your behalf by providing written authority to **TRAVELPORT CARIBBEAN** via your Nominated Email Address. You must include the full legal name and description of the person who will be accessing or collecting your Vehicle.

17.3. All Customers and/or their Nominated Person(s) must provide satisfactory identification of either a valid Driver's Licence or a valid Passport upon collection of the Vehicle. You and the owner of the Vehicle release and indemnify **TRAVELPORT CARIBBEAN** and our employees, agents, contractors and representatives from any liabilities, claims, damages, losses, costs and expenses that may arise from releasing the Vehicle to any person, provided this clause is satisfied.

18. Maintenance

18.1. **TRAVELPORT CARIBBEAN** acts as a booking agent between you and our Preferred Supplier in respect of Maintenance. We make no warranties or representations as to the work carried out by the Preferred Supplier and accept no liability for the Preferred Supplier's performance or non-performance in relation to Maintenance.

18.2. In the event that you agree to use a Preferred Supplier to carry out Maintenance, you agree to be bound by the Preferred Supplier's terms and conditions in addition to these Terms and Conditions.

18.3. If you arrange for Maintenance to be carried out by a services provider other than a Preferred Supplier, you are solely responsible for any liabilities, claims, costs, charges, damages or losses that arise directly or indirectly out of or in connection with the performance of such work including (without limitation) the collection or delivery of the Vehicle from or to the Premises.



18.4. Additional Fees will be incurred for any additional movement and preparation of your Vehicle that may necessary to facilitate the agreed Maintenance. Please enquire about these additional Fees before arranging Maintenance.

18.5. Any complaints arising out of Additional Services must be resolved directly between you and the relevant third party Service Provider.

19. **Complaints/Disputes Process**

19.1. **TRAVELPORT CARIBBEAN** sees every customer complaint as an opportunity to improve its products and services. Detailed below is what you can expect to occur if you make a complaint. Any complaints/disputes arising out of the provision of our Services must be reported to us at the time of collection of your Vehicle. Complaints must be in writing on our complaints form.

- If our products or services have not met your expectations or if you have a concern, we would like you to tell us. You can email to us using the contact details on this website.
- We aim to resolve all complaints in a positive and expedient manner. **TRAVELPORT CARIBBEAN** will take your complaint and get back to you within 5 working days. However this might not always be possible as we may need to investigate the matter.
- Where the issues are complex, additional time may be required to allow **TRAVELPORT CARIBBEAN** to conduct proper enquiries. Where this is necessary, you will be kept informed of the progress of the investigation and the expected time frame for completion.

20. **Storage of Personal Information/Privacy Policy**

We may need to collect and store certain information about you, including, but not limited to, your name, address, email address, phone number and Credit Card information. The collection and storage of such information is necessary to enable us to process your Booking, provide our Services and to identify you when you enter or exit our Premises. By accepting these Terms and Conditions you authorise the use of such personal information for this purpose. We do not share your personal information with any third party and is the sole use of **TRAVELPORT CARIBBEAN** to carry out its business. Time to Time we may send you marketing material. Personal information that we collect is either held by us or on our behalf. Our physical address is Charnocks, Christ Church, Barbados. Some information we hold will be stored in “the cloud” in secure databases on our behalf by third parties. . You are also responsible for complying with any security requirements that we notify to you. For example, you must keep your login details safe and confidential at all times.



- 20.1. You are responsible for ensuring your Internet browser and computer system are secure (including, but not limited to, free and secure from viruses) and can support any security measures we use to protect your information. Your consent: By accessing and browsing this website and/or using the **TRAVELPORT CARIBBEAN's** services, you consent to the collection, use, disclosure, storage and processing of your information in accordance with this Privacy Policy.

Visitors To Site: You may browse and access information contained on this website without providing personally identifiable information. However, some information may be automatically retrieved while you visit this website. You agree that **TRAVELPORT CARIBBEAN** may collect information about you (including information about the services that you use) from time to time from you and from other services and by other means. We also use aggregated and anonymous information (where identifiable characteristics are removed, so that you will remain anonymous). Where we do this, we may use that information to determine preferences, travel habits and other metrics related to our customers' access to and use of our services.

When **TRAVELPORT CARIBBEAN** communicates with you for the purposes of its services, you consent to receiving communications from us in any form including by email or text message.

- 20.2. The collection, storage, disclosure and use of your personal information is subject to applicable laws including the Barbados Data Protection Act 2019. You have the right to access your personal information recorded by us and have it updated or corrected as necessary via your log in or via an email us for us to update.

21. Force Majeure

- 21.1. We shall not be liable to you or your agents if we are prevented from, or delayed in performing our Services as a result of acts, events, omissions or accidents that are beyond our reasonable control, including, but not limited to, failure of a utility service or transport network, an act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

25. Governing Law and Invalidity

- 25.1. These Terms and Conditions shall be governed and construed in accordance with the laws of Barbados. You agree to submit to the exclusive jurisdiction of the Barbados Courts. Should any provision of these Terms and Conditions be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining provisions.



Interpretation and Definitions

'**Airport**' means the airport known as Grantley Adams International Airport.

'**Booking**' means online booking via our Website, telephone booking or on-site booking.

'**Carpark**' means the parking space used to park the Vehicle in Barbados.

'**Contractor**' means anyone contracted/subcontracted to **TRAVELPORT CARIBBEAN** in writing.

'**Credit Card**' means a valid credit card issued by a financial institution in the name of the Customer and supplied to us to charge the Fees and/or costs incurred.

'**Customer**' means any person at whose request or on whose behalf, **TRAVELPORT CARIBBEAN** agrees to provide Services pursuant to these Terms and Conditions.

Date In - Is the date you booked to park the car at our premises

Date Out - Is the day you have intend to pick up the car our premises

'**Fees**' means fees charged by **TRAVELPORT CARIBBEAN** or a Preferred Supplier for the Services.

'**Maintenance**' means repairs and other maintenance services carried out by a Preferred Supplier at the Customer's request and subject to these Terms and Conditions in addition to those of the Preferred Supplier.

'**Nominated Email Address**' the Customer's trusted email address provided to **TRAVELPORT CARIBBEAN** at the time of Booking and address for service of documents.

'**Nominated Person**' means any person that you nominate to act on your behalf at the time of Booking or via your Nominated Email Address in accordance with these Terms and Conditions.

'**Preferred Supplier**' means the suppliers that **TRAVELPORT CARIBBEAN** choose to use to carry out Maintenance.

'**Services**' means the services offered by **TRAVELPORT CARIBBEAN** to the Customer, including the moving, parking, valet cleaning and storage of the Vehicle, shuttle transfers and any other services offered by **TRAVELPORT CARIBBEAN** from time to time.

'**Terms and Conditions**' means the terms and conditions set out in this document, as varied from time to time at the sole discretion of PARK 'N FLY.

'**Vehicle**' means the motor vehicle which the Customer delivers to **TRAVELPORT CARIBBEAN** for the purposes of receiving the Services and includes its parts, components and accessories.

'**Website**' means **TRAVELPORT CARIBBEAN**'s website



Words importing natural persons include partnerships, bodies, corporate, associations, governments and governmental and local authorities and agencies.

A reference to a party includes its executors, administrators, successors and permitted assigns.

A reference to these Terms and Conditions includes a reference to the document as amended or replaced at the sole discretion of **TRAVELPORT CARIBBEAN**.

A reference to "we", "our" "ourselves" or "us" means **TRAVELPORT CARIBBEAN/Contractor**.

A reference to "you", "your" or "yourself" means the person who is the Customer.