



## **Parking at the Airport:**

# Terms and Conditions

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# Section 1

## Conditions of Parking at Cornwall Airport Newquay.

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THESE ARE THE TERMS ON WHICH YOU AGREE TO USE OUR CAR PARKS. IT IS IMPORTANT THAT YOU READ THEM AND UNDERSTAND THEM. THEY EXPLAIN YOUR RIGHTS AND OBLIGATIONS. THEY ALSO CONTAIN DETAILS OF MATTERS FOR WHICH WE DO NOT ACCEPT RESPONSIBILITY

### 1. Definitions:

- 1.1 "Airport" means Cornwall Airport Newquay
- 1.2 "Airport Byelaws" means our current byelaws from time to time.
- 1.3 "Booking and Payment Terms" means the terms of booking subject to which on-line bookings are made.
- 1.4 "Car Parks" means the car parks controlled by us. It also includes, where the context allows, the approaches to and exit roads from the Car Parks. "Car Park" shall be interpreted accordingly.
- 1.5 "Conditions of Parking" means the conditions of parking set out below.
- 1.6 "Tariff Board" means any board or notice at the Car Park displaying the charges to be paid for parking.
- 1.7 "Vehicle" means any vehicle which is parked in a Car Park and includes any mechanical device on wheels or tracks, its trailers, equipment, and accessories.
- 1.8 "We, us, our" means Cornwall Airport Limited.
- 1.9 "Your, you" means any person who uses the Car Park for the parking of a Vehicle. The headings are for information only and do not affect the interpretation of these Conditions of Parking.

### 2. The Agreement between you and us:

- 2.1 These Conditions of Parking apply to your use of a Car Park.
- 2.2 We intend relying on these Conditions of Parking. If there is anything you do not understand or do not agree with please discuss this with us before you enter the Car Park.
- 2.3 Our employees or authorised agents are not permitted to make any representations unless these are confirmed in writing. If we agree changes please ask us to confirm them in writing. We can then avoid problems over what has been agreed between us.
- 2.4 Nothing in these Conditions of Parking affects your statutory rights.
- 2.5 If you have agreed online to park your Vehicle in a Car Park a binding agreement will exist between you and us after you have transmitted a completed booking form to us and we have sent our e-mail acknowledgement to you in accordance with Condition 3 of our Booking and Payment Terms
- 2.6 In all other cases a binding agreement will exist between you and us when you enter our Car Park.

### 3. Charges:

**3.1** The sums we charge for parking in the Car Parks will be displayed at the time of booking online or for non pre booked car parking on the Tariff Boards and can be altered at any time at our discretion. Any changes will not affect you if you have already booked or if you have already entered the car park.

**3.2** If you have not prepaid when you booked you can pay at any of the Pay Machines situated in the Arrivals Hall, and both the East and West Car Parks. Please ensure you pay immediately before you collect your Vehicle.

**3.3** In the event of any Pay Machine failure, you are responsible for finding a Pay Machine that works. Payment can also be made at the Airport Information Desk in the terminal building. We reserve the right to collect payment for parking, at the exit of the Car Park as Vehicles leave.

**3.4** Charges apply for the amount of time that you have parked in the Car Park including in the event of unforeseen circumstances.

### 4. Safety in the Car Park:

**4.1** You must drive carefully in the Car Park.

**4.2** You are responsible for the safety of your children. You must not allow them to be put in danger, or where they could cause an accident. In particular, children must not play in the Car Park and must not be left unaccompanied.

**4.3** You should always try to be aware of other Vehicles in motion.

**4.4** You must comply with all directions and signs from time to time posted in the Car Park and all instructions or requests given or made from time to time by any of our employees or agents for regulating traffic and controlling the positioning of Vehicles within the Car Park.

**4.5** You must ensure that animals are kept secured on a lead when outside your Vehicle.

**4.6** Please ensure you do not park in a restricted car parking bay unless authorized to do so. These bays will be clearly marked, for example those assigned to Hire Car Companies.

**4.7** For further information on breaches of conditions see also paragraph 17

## 5. Securing Your Vehicle:

Unless requested by employees or authorised agents you must ensure that before you leave your Vehicle at a Car Park:

- 5.1** Your Vehicle is securely locked.
- 5.2** All the windows of your Vehicle and any sunroof are securely locked.
- 5.3** Your handbrake is fully engaged and your Vehicle left in gear (or, if it is an automatic, left in "Park" mode).
- 5.4** If your Vehicle is fitted with a steering lock or similar device that it is engaged.
- 5.5** No person or animal is left in your Vehicle; and
- 5.6** Your possessions are taken with you or removed from sight and placed in the boot wherever possible.

## 6. Moving and Relocation of Vehicles:

Please note that this condition applies to all Vehicles in the Car Park

- 6.1** We reserve the right to move your Vehicle within the Car Park by driving or otherwise to such extent as we think in our discretion may be reasonably necessary to avoid obstruction.
- 6.2** We also reserve the right where the Car Park has to be closed either permanently or temporarily in whole or in part or has to be evacuated in cases of emergency or otherwise to remove any Vehicle at any time to any other location as we reasonably deem appropriate.
- 6.3** To the extent that it may be necessary to do so in the exercise of the rights given to us in these Conditions of Parking, we, our employees servants or agents have the right to drive or otherwise take any Vehicle out of the Car Park (including on to the public highway) or tow it away.
- 6.4** We reserve the right to enter a Vehicle (and to use force if necessary) in such a manner as we think necessary without being liable for damage caused to facilitate the exercise of the rights given to us in these Conditions of Parking or to abate any nuisance caused by your Vehicle.

## 7. Abandoned Vehicles:

- 7.1** We recommend that you tell one of our staff, when you arrive at the Car Park, if you intend to leave your Vehicle in the Car Park for longer than 28 days. Unless you tell us this, or you have pre-booked for longer than 28 days we will be entitled to assume that your Vehicle has been abandoned.
- 7.2** Abandoned Vehicles will be disposed of in accordance with Airport Byelaws.

## 8. What should you do in the case of damage to or theft of from your vehicle:

- 8.1** If your Vehicle is damaged whilst in a Car Park or is stolen or any of your possessions stolen from it whilst it is in a Car Park you must: -
  - 8.1.1** immediately inform a member of our staff in person at the Airport Information Desk in the terminal building;
  - 8.1.2** in the case of theft, immediately inform the Police; and
  - 8.1.3** notify your insurer promptly.
- 8.2** we will do all possible to assist in the investigation process with any damage or theft reported.

## **9. Damage to other vehicles or property within the Car Park:**

**9.1** Should you damage an unmanned Vehicle or any part of a Car Park environment and its equipment, you must report the matter immediately to a member of our staff and give him or her the registration numbers of both Vehicles together with your full name and address and the name and address of your insurance company together with your policy number. In doing so, for the purposes of the General Data Protection Regulation 2018 and any other relevant law you are consenting to our passing this information on to the owner or driver of any other Vehicle involved.

**9.2** You may be required to make good to our reasonable satisfaction any damage caused to the Car Park or to pay to us on demand the cost incurred by us in making good this damage.

**9.3** Should an incident occur between vehicles within our car parks with drivers present contact details should be exchanged.

## **10. Our liabilities for loss or damage to Property:**

**10.1** We cannot guarantee the security of our Car Parks as members of the public have access to them at all times. We do not guarantee to you that security measures that we have in place, for example CCTV or patrols, 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.

**10.2** Neither we nor our employees servants or agents accept liability for any loss or theft of or from any Vehicle unless caused by the negligence, willful act or default or breach of statutory duty of us or our employees servants or agents.

## **11. Our liabilities for death or person injury:**

Neither we nor our employees servants and agents accept liability for the death of or personal injury sustained by you unless it is caused by the negligence, willful act or default or breach of statutory duty of us or our employees servants or agents.

## **12. Where you can and cannot Park:**

Unless specifically requested to do so by us or our employees, servants or agents you should not under any circumstances:-

- ➔ park in a no parking area
- ➔ park on a double yellow line
- ➔ park in a yellow hatched area
- ➔ park other than in a designated parking bay
- ➔ park in a time restricted area for any longer than the allowed time
- ➔ park in a disabled bay without displaying the required permit
- ➔ park across two parking bays
- ➔ park in a space that is marked as "reserved" without authorisation
- ➔ park in contravention of any terms & conditions of use that may apply to a specific space or area e.g. Car Hire Bays.

### 13. Prohibited activities:

- 13.1** No vehicle shall be towed into the Car Park or enter otherwise than under its own mechanical power and no work or repairs or maintenance to or washing of or cleaning of Vehicles by you or anyone on your behalf shall be done in the Car Park.
- 13.2** No activity in connection with the selling, hiring or other disposal of the Vehicle shall be carried out in the Car Park except by those agents authorised to do so by us.
- 13.3** No commercial activity shall be conducted from any Vehicle within the Car Park.
- 13.4** No media or promotional activity shall be conducted within the car park without prior consent.
- 13.5** No Vehicle shall obstruct any access or circulation area within the Car Park.
- 13.6** No Vehicle shall park other than within the spaces designated for parking.
- 13.7** No person shall do anything in the use of the Car Park that may be a nuisance or inconvenience us or any other user of the Car Park.
- 13.8** No Vehicle shall cause any unnecessary noise, vibration or exhaust fumes within the Car Park.
- 13.9** No Vehicle shall be parked so as to take up more than one space designated for parking.
- 13.10** No person shall do any act or thing which may render valid or void any policy of insurance effected in respect of the Car Park.
- 13.11** No person shall park in spaces designated as being reserved unless entitled to do so.
- 13.12** No person shall deposit any rubbish, litter or refuse of any kind in the Car Park, other than in proper receptacles provided for the purpose.
- 13.13** No person shall pour or transfer petrol or other fuels into or out of the fuel tank of any Vehicle.
- 13.14** Electric and Hybrid Vehicles shall not be charged within the Car Park except within designated electric charging bays.

### 14. Vehicle size:

- 14.1** You are required to observe all reasonable restrictions as shall from time to time be made by us in respect of the height length or width of vehicles to be parked in or allowed access to the Car Park.
- 14.2** It is your responsibility to ensure that your Vehicle satisfies any Vehicle size restrictions imposed in relation to the Car Park. No refund will be given under any circumstances if your Vehicle does not comply with any Vehicle size restrictions and you are required to leave the Car Park.

### 15. Passenger Assistance:

- 15.1** Intercom buttons are installed in both the East and West car parks, located by the payment machines.
- 15.2** Airport staff will assist all passengers in any which way they can, including those passengers who require assistance under EC regulation 1107/2006.

### 16. What happens if you breach these Conditions:

- 16.1** If you breach these Conditions of Policy or any of them we reserve the right to require you to leave the Car Park immediately. In these circumstances you will be required to pay for your stay in the Car Park. If you have pre-booked you will not be entitled to any refund for your booking.
- 16.2** Vehicles parked in contravention of the car parking terms and conditions of use that apply to a

specific area, may incur a parking charge at the advertised rate; see onsite enforcement signage for full details.

## **17. Appeals Process:**

Should you feel an enforcement ticket (PCN) has been unfairly issued; you must follow the appeals process as detailed on the PCN issued to you. The airport company will review the PCN issued and supporting evidence with the parking enforcement company and a decision will be given in writing to you within 28 days.

# Section 2

## Car Parking On-line Booking and Payment Terms and Conditions.

### 1. Introduction:

These are the terms and conditions upon which we accept bookings on line to park at our Car Parks. It is important that you read them and understand them before completing your Booking.

Our Conditions of Parking also apply and form part of the same contract that is created by a Booking. These are set out on our website [www.cornwallairportnewquay.com/parking](http://www.cornwallairportnewquay.com/parking). Again please read them and understand them before completing your Booking.

When reading these Booking and Payment Terms the following words or phrases have the following meanings:-

“Booking” means any booking for the parking of a Vehicle at a Car Park and includes both a Flexible Booking and a Non-Flexible Booking.

“Booking Fee” means the charges made for making a Booking. The Booking Fee may consist of:-

- ✈ a charge for using a debit or credit card;
- ✈ any other fees or charges which you are notified of before you confirm your booking.

The Booking Fee is separate from, and in addition to, the price you pay for parking. “Booking and Payment Terms” means these booking and payment terms.

“Booking Period” means the period commencing with the date that you specify as your date of entry to the Car Park, and ending on the date that you specify for leaving it. “Car Parks” means the car parks controlled by us and “Car Park” shall be interpreted accordingly.

“Conditions of Parking” means the conditions of parking published on our website at [www.cornwallairportnewquay.com/parking](http://www.cornwallairportnewquay.com/parking)

“Tariff Board” means any board or notice at a Car Park displaying the charges to be paid for parking.

“Flexible Booking” means a Booking which can be cancelled in accordance with our standard cancellation policy.

“Non-Flexible Booking” means a Booking which cannot be cancelled or amended save for Permissible Amendments.

“Permissible Amendments” means only amendments to:-

- ✈ time of entry but only on the Booking commencement date;
- ✈ vehicle registration details;
- ✈ flight details;
- ✈ driver details;

“Vehicle” means any vehicle which is parked in a Car Park and includes any mechanical device on wheels or tracks, its equipment and accessories.

“We, us, our” means Cornwall Airport Limited.

“You, your” means any person who makes a Booking or (where the context allows) uses a Car Park for the parking of a Vehicle.

The headings are for information only and do not affect the interpretation of these Booking and Payment Terms.

These Booking and Payment Terms and any Booking resulting from them are subject to English law.

## **2. The Agreement between you and us:**

**2.1** These Booking and Payment Terms apply to your Booking as do the Conditions of Parking.

**2.2** We intend relying on both the On-Line Booking and Payment Terms and the Conditions of Parking. If there is anything you do not understand or do not agree with please discuss this with us before you make your Booking.

**2.3** Our employees or authorised agents are not permitted to make any representations unless these are confirmed in writing. If we agree changes please ask us to confirm them in writing. We can then avoid problems over what has been agreed between us.

**2.4** Nothing in these On-Line Booking and Payment Terms or the Conditions of Parking affects your statutory rights.

**2.5** If you book online a binding agreement will exist between you and us after you have transmitted a completed booking form to us and we have sent our e-mail acknowledgement to you in accordance with condition 3 below.

## **3. How to Book Online:**

**3.1** If you wish to park your Vehicle in one of our Car Parks and wish to book online please complete and send your booking form to us.

**3.2** Once we have received your completed booking form we will send an e-mail to you at the e-mail address you have given on the booking form. That email will include a booking reference which you need to quote if you want to contact us about your Booking. The Booking will be completed when we send that e-mail. You will not be charged for this email.

**3.3** Please check straight away that the information given on the Booking acknowledgment is correct. Let us know immediately if it is not. Our contact details are set out below.

**3.4** The Booking is personal to the person making it. It cannot be transferred to any other person. If you book online, we may send e-mails to you that are relevant to your Booking. We may also send to you details of future car parking offers. If you do not want to receive such emails, please tell us by emailing us at [info@cornwallairportnewquay.com](mailto:info@cornwallairportnewquay.com)

## **4. Change to the Booking Period:**

**4.1** If you arrive early or leave late so your Vehicle is parked in a Car Park on days outside the Booking Period, you will be charged for those extra days at the rate specified on the Tariff Board applicable to the Car Park in which you have parked. This will be the case even if your total stay is no longer than the original Booking Period. Please note that the rate that you are charged for the additional period of time will be at the rate advertised on the Tariff Boards for non pre-booked car parking.

**4.2** If your Booking is a Non-Flexible Booking and for any reason you enter the Car Park on any day

other than the Booking commencement date, you will be charged for the whole duration of your stay at the rate specified on the Tariff Board as if you had not pre-booked.

## **5. Booking Disabled Spaces:**

Our Car Parks have disabled spaces for use by blue badge holders, but unfortunately we cannot accept bookings specifically for disabled spaces. If you have any particular requirements, please contact a member of staff on arrival. There is a help button at the entrance to each Car Park.

## **6. Cancelling or Amending a Booking:**

**6.1** If your Booking is a Flexible Booking you may cancel your Booking, for any reason, at any time up to 48 hours from the start of the Booking Period without charge. You can cancel your Flexible Booking on line at <https://prebooking-newquaycornwallairport.com> by clicking on "Manage My Booking".

**6.2** If your Booking is a Flexible Booking you may cancel your Booking within 24 hours from the start of the day you are due to arrive at a Car Park, and we will charge an administration fee of £5.00. For example, if you book to arrive on 5th January at 2pm, an administration fee will be charged if you cancel at any time after 2pm on 3rd January.

**6.3** If you have a Flexible Booking and want to amend it, you can amend your Flexible Booking online at <https://prebooking-newquaycornwallairport.com> by clicking on "Manage My Booking" up to 24 hours in advance. There will be no additional charge for this; however amendments to the Booking Period may incur an additional fee or partial refund to cover the new Booking Period. Any such fee or refund will be debited or credited at the time of processing.

**6.4** If you have a Flexible Booking and wish to cancel or amend it within 24 hours of the start of the booking period, a discretionary refund or amendment may be performed by us and a charge of £5.00 will apply. Contact details can be found in paragraph 13.

**6.5** You will be charged in full for your Flexible Booking if you:

**6.5.1** do not cancel your Booking before the start of the Booking Period;

**6.5.2** arrive at the Car Park later than the start of the Booking Period; or

**6.5.3** leave the Car Park before the end of the Booking Period.

**6.6** No refund or amendments are permitted for Non-Flexible Bookings made.

## **7. Prices and How to Pay:**

**7.1** The price that you are quoted includes VAT and is fixed when you make your Booking.

**7.2** You can pay for your Booking by using any of the credit or debit cards that we accept. Details are shown on the booking form. We may charge for the use of credit or debit cards, and the charge may vary according to which card you use. We do not accept payment by cash or cheque.

## **8. What to do on Arrival:**

**8.1** When you arrive at and leave either Car Park the ANPR cameras will register your car.

**8.2** The system will read the vehicle number plate you entered during your Booking. If you use a different vehicle with a different registration number plate used when making your Booking, you must edit this through the "Managing my Booking" section on the website prior to arriving at the airport.

**8.3** If you enter the Car Park in a vehicle with a different registration than that entered when making the Booking, any refunds will be made entirely at our discretion.

## **9 Vehicles Permitted in our Car Parks:**

**9.1** We only accept Bookings for cars and light vans. You are not entitled to a refund if your Vehicle exceeds the size limits we impose. Please contact us (our contact details are below) if you wish to check whether your Vehicle will be accepted.

**9.2** When you book you may be required to specify the make, type, and registration number of the Vehicle to which the Booking relates. See paragraph 6 for details of how to amend your booking.

## **10. Our Responsibility to You:**

**10.1** Once you have booked and we have received payment for that Booking, you are entitled to park the designated Vehicle in your selected Car Park. Your Vehicle will be subject to the Conditions of Parking.

**10.2** On very rare occasions we may not be able to accommodate you at all. If this happens, we will let you know as soon as possible and we will try and make alternative arrangements for you. We will do this at our cost. To compensate you for any inconvenience we will also give you a full refund, but that will be the full extent of our liability to you in these circumstances.

**10.3** We do not offer a reserved space service, spaces are available on a first come, first served basis.

## **11. Check in Time:**

**11.1** It is your responsibility to ensure that you leave enough time to get from your Vehicle to check-in within the time limits required by your airline. You must allow for delays in accessing the car parks and walking to the terminal building. We recommend that you arrive at the Car Park at least an hour before your check-in time.

**11.2** Under no circumstances do we accept liability to you if you miss your flight, even if the delay is due to traffic congestion within or near to the Airport

## **12. Comments and Complaints:**

**12.1** Any comments - good or bad - relating to the booking procedure should be made in writing to us at our address or e-mail provided below. If you feel the need to complain, please give us as much information as possible. This will make it easier for us to deal with your complaint.

**12.2** We will answer all complaints as quickly as possible and within 28 working days. If you want to make a complaint, please do so as soon as possible as the longer you leave it the more difficult it may be for us to check what happened.

## **13. How to Contact Us:**

**E-mail us at:** [info@cornwallairportnewquay.com](mailto:info@cornwallairportnewquay.com)

**Telephone us on:** 01637 860600 Option 3

**Write to us at:** Car Park Administration Team, Cornwall Airport Limited, , Newquay, Cornwall, TR8 4RQ

# Section 3

## Help and FAQs.

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### How far ahead can I book?

You may book up to 12 months ahead of your travel date.

### Can I book at short notice?

All on-line bookings need to be made at least one calendar day prior to arriving in the car park. Passengers who have not made a booking may enter the car park and pay the appropriate fee at one of the payment machines or at the Information Desk at the end of their stay.

### How are parking charges calculated?

Pre-booked car park prices are calculated on a calendar day or part thereof. The number of days charged for when you pre-book is calculated on the basis of the times and dates you select when making your booking.

### Does a refund apply if my flight is cancelled?

If your flight is cancelled, please claim for any car park booking losses via your travel insurance policy. Or refer to point 6 Cancelling or Amending above.

### What payment methods are accepted for online bookings?

Cornwall Airport Newquay accepts a range of credit and debit cards including Visa Credit, Visa Debit, Mastercard, and Maestro.

### How do I know that my Booking has been placed?

Within 24 hours of placing your order you will receive an email with a booking reference number confirming all your details. You can also view your booking by simply clicking on "Manage my Booking". All bookings are made subject to our Terms and Conditions, available at [www.cornwallairportnewquay.com/parking](http://www.cornwallairportnewquay.com/parking)

### How do I access the car parks?

When you make your booking, you must enter the registration number plate details of the vehicle you plan to use when driving and parking at the airport. When you arrive (or exit), the car park system will read your number plate details and register the amount of time you spend in the car park.

### What happens if I want to bring a different car to the one confirmed at booking?

If you are driving a different car to that detailed on your confirmation invoice, you can amend these details to your booking online. Simply click on "Manage my Booking" at the top of the website. This must be performed at least 24 hours in advance of the Booking Period. Alternatively, contact the Airport for additional advice.

**What happens if I need to cancel or amend my booking?**

You can cancel or amend all bookings up to 24 hours prior to your scheduled departure time, **except the non-flexible products**. The simplest way is to click on "Manage my Booking" at <https://prebooking-cornwallairportnewquay.com> Amendments and cancellations made online are not subject to any additional fees unless the booking is cancelled within 48 hours of your Booking Period.

**What happens if I forget or lose my booking confirmation?**

In the event you lose your confirmation email, you can request one to be resent by clicking on the Manage my Booking button at the top of the website. If you still encounter problems please contact the Airport on 01637 860600 and press option 3

**Is a booking fee applied to my order?**

There is currently no additional booking fee

**How do I give feedback?**

We are committed to the highest standards of customer care. If you are unhappy about any aspect of the service you receive please let us know by emailing: [info@cornwallairportnewquay.com](mailto:info@cornwallairportnewquay.com)

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# Section 4

## **Cornwall Airport Newquay Taxi Permit Scheme.**

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A taxi permit scheme is available for non-based temporary taxi and private hire companies at Cornwall Airport Newquay, the terms for which are set out below:

- Permits may only be used for the purposes of collecting or dropping off pre-booked fares and not for the purpose of touting for new business. The time limit for each visit is a maximum of 60 minutes.
- A charge of £30 per vehicle + VAT will be made for each permit. The permit will be valid for 12 months from the date of issue.
- The charge is reviewed annually on the 1st April. Any permits renewed after this date will be subject to any increases.
- Access will be permitted to both car parks and the Bus Lane. Usage will be monitored via the Auto Number Plate Recognition System (ANPR). The barrier to the Bus Lane will automatically rise upon entry based on the vehicle registration number provided by the applicant.
- Permits are strictly personal and may not be transferred to any other person by the individual or company to which they were issued without notification to the airport company.
- If requested at any time to move by Airport Staff or their agents, permit holders must comply immediately or forfeit their permit.
- All vehicles and drivers must be registered and hold all appropriate licences to operate hire vehicles.
- If a permit holder is found touting for business, the permit will be immediately forfeited and the company will be excluded from further opportunity to participate in the permit scheme for 36 months. All such breaches shall be reported to the appropriate licensing authority for further investigation.
- Any taxi permit holder acting outside the terms of the permit scheme and airport parking policy may be subject to the issue of a parking charge notice and further investigation that may include the permit being revoked entirely at the discretion of Cornwall Airport Limited.
- No grandfather rights exist for the permits and interested parties must reapply at the end of each period.
- All correspondence and complaints must be directed initially to Customer feedback, Cornwall Airport Newquay, St Mawgan TR8 4RQ or [customerfeedback@cornwallairportnewquay.com](mailto:customerfeedback@cornwallairportnewquay.com)