

Access to and use of the parking facility shall only be granted subject to the following conditions, which form part of any parking agreement concluded with the owner and shall also remain applicable after termination of the parking agreement.

1 DEFINITION

Owner:

Owner means the owner and/or manager and/or operator of the parking facility and/or their representatives.

Proof of Parking:

With proof of parking we mean registration number, entry ticket, value card, exit ticket, discount card, conference card, recharge card, chip card, bank card, credit card or any other means that can be used or action required to gain access to the parking facility.

Car Park User:

With car park user we mean the owner/user of a vehicle that has been brought into or is present in or on the parking facility.

Parking Fee:

With parking fee we mean the fee payable by the car park user for use of the parking facility.

Parking Facility:

With parking facility we mean the multi-storey car park and/or the car park with associated areas and spaces.

Parking spot:

Parking is understood to mean any parking space on or in the Parking Facility.

Vehicle:

Vehicle is understood to mean a passenger car.

2 PARKING AGREEMENT

2.1 A parking agreement is deemed to have been concluded by the mere fact of using the parking facility. The determining factor for this is the fact that the car park user is or has been on the grounds belonging to the parking facility.

2.2 A random parking space in the parking facility shall be made available to the car park user. The owner's obligation shall not include surveillance of the vehicle.

3 PROOF OF PARKING

3.1 A vehicle will only be admitted to the parking facility with a valid registration number and or after performing an action specified by the owner which, makes it possible for the owner to be able to charge the car park user the parking fee due.

4 PARKING FEE

4.1 The parking fee is calculated in accordance with the rates set by the owner, as stated at the entrance or in the parking facility.

4.2 The rates set by the owner may be adjusted without further notice or notification.

5 PAYMENT

5.1 The parking fee due must be paid before the car park user exits the parking facility in their vehicle, unless a different arrangement has been made with the owner. Payment of the parking fee due shall only be made in the currency in which the fee is stated.

6 ACCESS

6.1 Entry and exit of vehicles into and out of the parking facility may only take place during the opening times determined by the owner.

6.2 The owner shall be entitled to refuse any vehicle access to the parking facility if the owner deems this desirable with due observance of the principle of reasonableness and fairness. This will apply in particular if the owner knows or suspects that a vehicle is carrying explosives or other hazardous substances, not including motor fuels in the vehicle's reservoir intended for that purpose, and if the owner is of the opinion that the vehicle may cause damage to the surrounding area in the broadest sense of the word in view of its size and/or weight, or by the goods it is transporting.

6.3 Vehicles parked in the parking facility shall meet the same conditions as vehicles parked on public roads. The Road Traffic Act and the Traffic Rules and Signs Regulations also apply in or on the parking facility. A maximum speed of 10 km/hour applies in the parking facility, unless a different speed is indicated on site. Pedestrians have right of way over vehicles at all times.

6.4 Only passenger cars and commercial vehicles with a maximum length of 5.25 metres and a maximum width of 2.50 metres may be parked in the parking facility. The height of the vehicles must not exceed the height indicated at the entrance to the parking facility. It is not permitted to drive into or onto the parking facility with trailers of any kind, including caravans, and or to be present in them.

7 USE OF PARKING FACILITIES

7.1 Whilst on the grounds of the parking facility, the car park user must act in accordance with the provisions of the Road Traffic Act, further rules imposed pursuant to this Act, the Traffic Rules and Signs Regulations and corresponding appendices, as well as further rules imposed pursuant to the aforesaid Regulations. In case of non-compliance, the car park user shall be liable for any resulting loss or damage.

7.2 Furthermore, the car park user shall be obliged to follow the instructions issued by the owner's personnel, to park the vehicle in the space indicated or to be indicated and to behave in such a manner that traffic in and/or near the parking facility is not hindered and safety is not endangered.

7.3 The owner's personnel shall be entitled to move vehicles within the parking facility and/or to remove or cause to remove any vehicle from the parking facility if this is necessary in the opinion of the owner's personnel, without this resulting in any liability for the owner or its personnel. In assessing the necessity of moving and/or removing a vehicle, the personnel is required to duly observe the principles of reasonableness and due care

7.4 The vehicles must be properly locked while parked and the lights must be turned off. After the vehicle has been parked, the occupants must leave the vehicle and the parking facility.

8 INCONVENIENCE/RESTRICTION OF USE

8.1 Vehicles may only be parked in the designated parking spaces in the parking facility. Parking spaces for specific target groups (such as disabled persons, motorcycles, (electric) charging points or licence plate parking) may only be used by the specific target group.

8.2 It is forbidden to park outside the designated parking spaces. If a vehicle is parked in such a manner that use of an adjacent parking space is blocked, the owner shall be entitled to charge the car park user the lost parking fees for this adjacent parking space.

8.3 It is forbidden to:

- a. bring or have explosive, flammable or otherwise dangerous and/or harmful substances in/into or on/onto the parking facility, with the exception of motor fuels in the normal fuel tank of the vehicle intended for that purpose;
- b. pollute the parking facility by depositing or leaving refuse or

- by allowing liquids, including oil, to run off;
- b. smoke, light a fire or light an open fire in or on the parking facility;
- c. consume alcohol, use or deal in narcotics in or on the parking facility;
- d. display advertisements or other messages in or on the parking facility;
- e. carry out repairs to the vehicle or any other work in or on the parking facility or to have such repairs carried out unless explicit permission has been granted by or on behalf of the owner;
- f. drive directly behind another vehicle under the barrier without the barrier having been closed in the meantime (piggybacking).

8.4 The parked vehicle may only be collected from the parking facility during opening hours.

8.5 The maximum parking period is 4 weeks, unless otherwise agreed in writing.

9 NON-PERFORMANCE ATTRIBUTABLE SHORTCOMING

9.1 If the car park user fails to comply with any obligation under the law, local regulations and customs or the parking agreement entered into with them, including the applicable terms and conditions, the car park user shall be obliged to compensate the owner for all damages it has suffered or will suffer as a result of the said negligence.

9.2 In the event that the owner is forced to issue a summons, notice of default or other bailiff's notification to the car park user or in the event of necessary proceedings against the car park user, the car park user shall be obliged to reimburse the owner for all costs incurred in this respect, including the costs of legal assistance, both judicially and extrajudicially.

9.3 The owner shall at all times be entitled to retain the vehicle, as long as all that which they are entitled to claim either under the parking agreement or otherwise from the car park user has not been paid.

9.4 If the car park user has left a vehicle in the parking facility and refuses or is unable to remove the abandoned vehicle (for whatever reason) despite a written request or summons from the owner, the owner shall be entitled to remove or cause to remove the abandoned vehicle from the parking facility from 14 days after sending the request or summons and park it elsewhere

(if, despite reasonable efforts, the address of the car park user cannot be established it is sufficient to place a clearly visible request for removal under a windscreen wiper of the motor vehicle). If the car park user has not collected the vehicle within 3 months after the date on which the request or summons was sent, the owner shall be entitled to sell or destroy the vehicle. In that case, the owner shall only be obliged to reimburse the proceeds of the sale less the parking fee due, any fine and the costs incurred by the owner in connection with the removal and temporary parking of the vehicle to the car park user. If the parking fee due, the costs incurred by the owner and any fine exceed the proceeds of the vehicle, the car park user shall pay all these costs to the owner.

9.5 If the car park user does come to collect the vehicle within 3 months of the date on which the request or summons was sent, the car park user shall be obliged to reimburse the owner for the parking fee owed, any fine and the costs incurred by the owner in connection with the removal and temporary parking of the vehicle.

10 LIABILITY

10.1 The parking agreement concluded between the parties does not include surveillance. The owner therefore accepts no liability for theft or loss of property of the car park user. Furthermore, the owner accepts no liability for any loss or damage whatsoever to the property of the car park user, as well as in respect of bodily injury and/or any other loss or damage directly or indirectly caused by or as a result of the use of the parking facility, unless the loss or damage is caused directly by or on account of the owner and/or personnel of the parking facility and this liability is not excluded in any other article of these general terms and conditions, whereby the owner's liability shall in any case be limited to the amount the owner can claim under their (company) liability insurance. Car park user shall also be understood to mean other occupants of their vehicle.

10.2 The owner shall not be liable vis-a-vis the car park user in the event of force majeure as a result of which fulfilment of the obligations under the parking agreement can no longer reasonably be demanded from the owner by the car park user. In any case, force majeure shall be understood to include but shall not be limited to strikes, fires, business interruptions, technical malfunctions, government measures, as well as any default in performance by third parties.

10.3 If the owner can invoke the provisions of articles 10.1 and 10.2, any employees and/or personnel of the parking facility who may be held liable may also invoke them, as if they themselves were a party to the parking agreement between the owner and the car park user.

10.4 The car park user shall be liable for all damage, inconvenience and nuisance caused by him. Loss/damage caused to the parking facility or associated equipment by the car park user must be compensated on the spot or must be compensated by the car park user following the loss adjustment by the owner, without prejudice to the provisions of article 9.

11 PERSONAL DATA

11.1 To the extent that personal data is processed when entering into the parking agreement or when using the parking facility, such personal data shall be processed in a proper and careful manner in accordance with the General Data Protection Regulation.

11.2 Technical and organisational measures will be taken to protect the personal data against loss or any other form of unlawful processing, taking into account the state of the art and the nature of the processing operations.

11.3 You can view the APCOA Parking privacy policy at www.apcoa.nl.

12 OTHER PROVISIONS

12.1 These General Terms and Conditions are effective **from 1 January 2020** and replace all previous General Terms and Conditions relating to short-term parking with respect to the parking facility. The owner shall be entitled to amend these General Terms and Conditions unilaterally. The most recent version of the General Terms And Conditions is always published on the website www.apcoa.nl.

12.2 The applicability of any other general terms and conditions used or referred to by the car park user is hereby expressly rejected.

12.3 Arrangements or agreements with personnel of the owner are not binding on the latter, insofar as they have not been confirmed by him/her in writing.

12.4 This parking agreement is governed by Dutch Law. The competent court is the court in Rotterdam.

12.5 If and in so far as it is held that any provision of these General Terms and Conditions is null and void or is null and voidable or it is held that any provision does not apply as this would be unacceptable in the given circumstances according to standards of reasonableness and fairness, as a result of which the owner cannot invoke this, this provision shall in any case have a meaning in terms of content and purport that is as similar as possible, so that it can be invoked.

12.6 All written communications, including summonses, arising from or related to this parking agreement and General Terms and Conditions shall be sent to:

APCOA Parking Nederland
RE: Parking Facility <Name location>
Westblaak 88
3012 KM Rotterdam