

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

## 1 DEFINITION

### Parking Subscription:

With parking subscription we mean the right to park a vehicle in or on the parking facility on specified days and within specified times at a rate agreed in advance with the owner.

### Parking Subscription Holder:

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

### Subscription Card:

With a subscription card we mean a person and vehicle bound ID allowing the customer access to one (or more) of the owner's parking facilities. The subscription card is issued by the owner to the parking subscription holder at the time of entering into the season parking agreement. A subscription card is linked to a specifically defined subscription.

### Subscription Hours

With subscription hours we mean the hours during which the subscription is valid

### Contracting Party:

With contracting party we mean the company or person that has entered into the season parking agreement and makes agreements with the owner about the number of subscriptions, validity of the subscription, duration of the agreement, termination of the agreement, etc...

### Owner:

With owner we mean the owner and/or manager and/or operator of the parking facility and/or their representative(s).

### Parking Fee:

With parking fee we mean the payment by the subscription card holder or contracting party for use of the parking facility. Parking fees may include both the agreed subscription rate and the rate for the extra hours parked outside the agreed subscription hours. The latter will be settled at the applicable short-term parking rate.

### Parking Facility:

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

### Vehicle:

A vehicle is understood to mean a passenger car.

### Non-Permanent Parking:

With non-permanent parking we mean the right to a parking space. The parking space itself may differ per parking operation and relates to a random parking space in/on the parking facility available at that moment.

## 2 SEASON PARKING AGREEMENT

2.1 A season parking agreement between the owner and contracting party can be concluded in writing or digitally (such as via a website or e-mail). The season parking agreement shall stipulate at least the number of subscriptions purchased by the contracting party, the parking facility/facilities where they are valid, the days/hours during which a right of access has been acquired and the rate payable by the contracting party.

2.2 If the contracting party is a company, the use of the subscriptions associated with the season parking agreement may be transferred by the contracting party to an employee of the contracting party, which employee shall then be the subscription card holder. Transfer of a subscription to or the use of the subscription card by a non-employee is not permitted under any circumstances, regardless of whether or not this transfer is of a temporary nature. If the parking subscription holder is another party than the contracting party the parking subscriptions holder has to sign these terms & conditions for approval.

2.3 The contracting party is responsible and liable for the consequences arising from the season parking agreement and the use of the parking facility by the subscription card holder. The contracting party indemnifies the owner from any damage and costs caused by the parking subscription holder, if the holder is not bound by the general terms & conditions or fails to fulfil his obligations under these terms & conditions.

2.4 The contracting party is not permitted to rent out their right to use the parking facility or to allow it to be used by a third party. The contracting party may not transfer the season parking agreement to third parties.

2.5 The subscription card holder shall be provided with a non-permanent space in/on the parking facility. The owner's obligation shall not include surveillance of the vehicle.

## 3 DURATION OF THE AGREEMENT

3.1 The season parking agreement shall be deemed to have been entered into for a period of at least 3 months, after which it shall be tacitly extended by 1 month each time, unless otherwise agreed.

3.2 Both parties shall be entitled to terminate the season parking agreement subject to a notice period of 1 month for the first time at the end of the first period of 3 months and thereafter at the end of each month. Notice of termination shall be in writing.

When entering into the season parking agreement, the owner shall provide the subscription card holder with the subscription card or any other means of access required to make use of the relevant parking facility.

In the event of loss or the card becomes unusable, the subscription card holder shall be obliged to report this to the owner. He will be charged € 50 for a new subscription card issued by the owner.

3.3 The subscription card must be returned within five working days after termination of the subscription. If the subscription card holder fails to return the aforementioned subscription cards to the owner within 5 (*in words: five*) working days after termination of the agreement, the deposit paid by the contracting party for that subscription card shall accrue to the owner.

3.4 If the contracting party has concluded the season parking agreement via the owner's website, the statutory cooling-off period shall apply. The contracting party has the right to revoke the agreement during this statutory period without stating reasons. At the express request of the contracting party, the owner shall already commence the provision of its services during this statutory cooling-off period. If the contracting party exercises their right of withdrawal, the contracting party shall owe the parking fee and the administration costs for the period of use of the service provided.

## 4 PAYMENT

4.1 The parking fee due, as agreed in the season parking agreement, must be paid in advance at the latest before or on the first day of commencement of the period concerned.

4.2 Payment of extra parked hours which take place outside of the subscription hours shall be made at the applicable short-term parking fees. If the contracting party and the owner have not made any specific agreements regarding settlement of the use of the parking facility outside subscription hours, these extra parked hours must be paid for using the parking equipment present at the parking facility before leaving the parking facility.

## 5 FEE CHANGE

5.1 The owner shall at all times be entitled to adjust the fees, even in the case of current parking agreements. In that case, the subscription card holder shall receive a written notification at least 1 calendar month before the effective date of the adjusted fees.

5.2 In the event of fee changes, the subscription card holder shall be authorised to terminate the season parking agreement in writing by the date on which the change is announced.

## 6 NON-PAYMENT

6.1 If the subscription card holder fails to pay the amount due on the agreed due date, he shall owe 1% interest on the overdue parking rate per month or part of the month in which payment was not made, without any reminder or notice of default being required.

6.2 As of the second reminder, the subscription card holder shall also owe € 10.00 (*in words: ten euros*) collection costs.

6.3 If in the event of non-payment of the parking fees collection measures are necessary, the extrajudicial collection costs between the parties shall be set in advance at 15% of the unpaid principal sum with a minimum of € 40. (*in words: forty euros*) Payments made by the subscription card holder following a demand or writ shall first serve to pay the aforementioned costs, even if the subscription card holder states a different purpose upon payment.

6.4 In the event of late payment of the amount due, the owner shall be entitled to deny the subscription card holder access to the parking facility and to block the subscription card until the subscription card holder has fulfilled all their obligations, without prejudice to the other rights arising for the owner from the non-payment.

## 7 ACCESS

7.1 The subscription card holder gains access to the parking facility by means of a subscription card or registration number recognition or any other access cards issued by the owner. The subscription card is the property of the subscription card holder for the duration of the season parking agreement and is not transferable. Other access cards shall remain the property of the owner, are non-transferable and must be returned to the owner at the end of the use or season parking agreement.

7.2 Entry, exit and parking of vehicles in the parking facility is only permitted during the subscription hours set out in the season parking agreement. Outside these hours, access is not possible using the means referred to in the first paragraph and/or the normal short-term parking fee shall apply.

7.3 If opening hours apply to the parking facility, the owner shall be authorised to change the opening hours for a longer or indefinite period of time after the subscription card holder has been informed.

7.4 A subscription card has a so-called anti-pass-back system. This means that only one vehicle may be parked in the parking facility per subscription card. Once a vehicle has entered the parking facility, the subscription card only works when exiting the parking facility and vice versa.

7.5 The car park may only be used for parking a vehicle.

7.6 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.

7.7 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.

7.8 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.

7.9 It is not permitted to drive into or onto the parking facility with trailers of any kind, including caravans, and/or to have them present.

## 8 USE OF PARKING FACILITIES

8.1 Whilst present in/on the parking facility, the subscription card holder 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 subscription card holder shall be liable for any resulting loss or damage.

8.2 Furthermore, the subscription card holder shall be obliged to follow any 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.

8.3 The owner's personnel shall be entitled to move vehicles within the parking facility and/or to remove or have removed

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, personnel is required to duly observe the principles of reasonableness and due care

8.4 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.

## 9 INCONVENIENCE/RESTRICTION OF USE

9.1 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.

9.2 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 subscription card holder the lost parking fees for this adjacent parking space.

9.3 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;
- c. smoke, light a fire or light an open fire in or on the parking facility;
- d. consume alcohol, use or deal in narcotics in or on the parking facility;
- e. display advertisements or other messages in or on the parking facility;
- f. 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.
- g. drive directly behind another vehicle under the barrier without the barrier having been closed in the meantime (piggybacking).

9.4 If the subscription card holder breaches article 9.3, the owner shall be entitled to immediately deny the subscription card holder access to the parking facility and to terminate the subscription or the season parking agreement with immediate effect, without prejudice to the other rights arising for the owner from the infringement.

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

9.6 The maximum parking period is 4 weeks, unless otherwise agreed in writing. If the subscription card holder exceeds this period, the owner shall be authorised to move the vehicle or to have it removed from the parking facility. The costs of such removal and temporary parking shall be at the expense of the subscription card holder.

## 10 NON-PERFORMANCE ATTRIBUTABLE SHORTCOMING

10.1 If the subscription card holder and/ or contracting party fails to comply with any obligation under the law, local regulations and customs or the season parking agreement entered into with them, including the applicable terms and conditions, the subscription card holder and/ or contracting party shall be obliged to compensate the owner for all damages it has suffered or will suffer as a result of the said negligence.

10.2 In the event that the owner is forced to issue a summons, notice of default or other bailiff's notification to the subscription card holder and/ or contracting party or in the event of necessary proceedings against the subscription card holder, the subscription card holder shall and/ or contracting party be obliged to reimburse the owner for all costs incurred in this respect, including the costs of legal assistance, both judicially and extrajudicially. The extrajudicial collection costs between the parties shall be set in advance at 15% of the unpaid principal sum with a minimum of € 250 (*in words: two hundred and fifty euros*).

10.3 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 season parking agreement or otherwise from the car park user has not been paid.

10.4 If the subscription card holder 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 demand 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 the subscription card holder 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 subscription card holder and/ or contracting party shall pay all these costs to the owner.

10.5 If the subscription card holder does come to collect the vehicle within 3 months of the date on which the request or summons was sent, the subscription card holder and/ or contracting party 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 storage of the vehicle.

## 11 LIABILITY

11.1 The season parking agreement concluded between the parties does not include surveillance. The owner therefore accepts no liability for theft or loss of property and possessions of the subscription card holder. Furthermore, the owner accepts no liability for any loss or damage whatsoever to the property of the subscription card holder, 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 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 or season parking agreement, whereby the owner's liability shall in any case be limited to the amount the owner can claim under their (company) liability insurance. Subscription card holder shall also be understood to mean other occupants of their vehicle.

11.2 The owner shall not be liable vis-a-vis the subscription card holder and/ or contracting party in the event of force majeure as a result of which fulfilment of the obligations under the season parking agreement can no longer reasonably be demanded from the owner by the subscription card holder and/ or contracting party. 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.

11.3 If the owner can invoke the provisions of articles 11.1 and 11.2, 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 season parking agreement between the owner and the subscription card holder.

11.4 The subscription card holder shall be liable for all damage, inconvenience and nuisance he/she has caused. Loss/damage caused to the parking facility or associated equipment by the subscription card holder must be compensated on the spot or must be compensated by the subscription card holder following the loss adjustment by the owner, without prejudice to the provisions of article 10.

## 12 PERSONAL DATA

12.1 To the extent that personal data is processed when entering into the season 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.

12.2 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.

12.3 You can view the APCOA Parking privacy policy at [www.apcoa.nl](http://www.apcoa.nl).

## 13 OTHER PROVISIONS

13.1 These General Terms and Conditions are effective **from 1 January 2020** and replace all previous General Terms and Conditions relating to the season parking agreement for subscription card holders. 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](http://www.apcoa.nl).

13.2 If the contracting party does not agree to an amendment, the contracting party may terminate the season parking agreement in writing by the date on which the amendment takes effect.

13.3 The applicability of any other general terms and conditions used or referred to by the subscription card holder is hereby expressly rejected.

13.4 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.

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

13.6 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.

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

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