

I. DEFINITIONS

In these conditions and rules, the following terms have the following meaning:

User:	Those who as the actual user of a (motor) vehicle, his representative(s) or his legal successor(s) or otherwise are, as a party to a Parking Agreement, admitted to the Car Park.
Parking Agreement:	The agreement between the User and ourselves, whereby we make (a) Parking Space(s) available for (motor) vehicles to the User against payment without us taking on a security obligation and without contractually guaranteeing insurance coverage toward the User.
Parking Fee:	The payment due to us by the User under the Parking Agreement.
Car Park:	A space operated by us intended for the parking of (motor) vehicles.
Car Park Season Ticket:	A contractual agreement with the User, which is car registration and personally linked, with validity during the contractual period as set out in the Parking Agreement.

II. PARKING CONDITIONS

1. Application

1.1 The following conditions and dispute settlement rules apply to all Parking Agreements.

2. Parking Agreements

2.1 The Parking Agreements run from the moment we allow a (motor) vehicle into the Car Park until the (motor) vehicle has left the Car Park with our permission.

3. Parking Fee

- 3.1 The Parking Fee is calculated on the basis of rates per parking time period over the time period from the beginning to the end of the Parking Agreement as displayed in or near the Car Park. The Parking Fee becomes due and payable on the commencement of the first parking time period and subsequently on the commencement of every following parking time period.
- 3.2 (Motor) vehicles may not leave the Car Park until the Parking Fee due has been paid to us.
- 3.3 Our (electronic) registration constitutes conclusive proof of the Parking Fee due.
- 3.4 The User who, for whatever reason, is unable to prove his arrival time by means of an issued car parking ticket shall pay the Parking Fee for the use of the parking space for one (motor) vehicle for one day unless we have made it plausible that the (motor) vehicle arrived on a previous day, in which case the Parking Fee for a corresponding number of days will be charged.

4. Parking

- 4.1 The (motor) vehicles may not park outside the parking spaces marked as such.
- 4.2 The User may park his (motor) vehicle in any marked parking space of his choice unless we indicate otherwise.
- 4.3 (Motor) vehicles parked contrary to the first or second paragraph of this article may be moved by us for the account and at the risk of the User or fitted with a wheel clamp which will only be removed on payment of the relevant fee.
- 4.4 A car park season ticket is linked to the registration number and is personal. Use by third parties is an infringement and may lead to sanctions (see article 14.2).

5. Parking Time

- 5.1 A (motor) vehicle may remain in the Car Park for a maximum of four consecutive weeks from the moment we admitted it.
- 5.2 After expiry of the term referred to in the previous paragraph we are, without prejudice to our rights in accordance with article 10 of these conditions, entitled to remove the relevant (motor) vehicle for the account and at the risk of the User from the Car Park, without prejudice to our right to the Parking Fee.

6. Opening Hours

6.1 Parked vehicles may only leave the Car Park during the opening hours as displayed and to be displayed by us at the entrance. If we nevertheless permit an exit outside of these times, an extra fee is payable.

7. The User

- 7.1 We are, neither at the beginning nor at the end of the Parking Agreement, obliged to check whether the User is entitled to use the (motor) vehicle.
- 7.2 The User who causes damage to our property or to the property of third parties is obliged to report this damage to us before leaving the Car Park with his (motor) vehicle.

8. Liability

8.1 Parking is fully at the User's own risk. We are not liable for loss suffered other than for direct material damage to (motor) vehicles parked in our Car Park on the basis of a Parking Agreement which is caused directly by us or by our employees.

- 8.2 Our liability is limited to € 15,000 per case or, if this is more, the amount paid out by our liability insurance.
- 8.3 Damage as referred to in the first paragraph must, on penalty of every right to such lapsing, be reported to us before or at the end of the Parking Agreement.

9. Danger

- 9.1 If we are of the view that a (motor) vehicle present in the Car Park poses a danger to our property, the property of third parties or the safety or health of the public, we are entitled to remove such vehicle for the account and at the risk of the User and take such measures as we deem necessary to eliminate the danger, without prejudice to our right to the Parking Fee.

10. Payment and securities

- 10.1 Payment of the Parking Fee is immediately due and payable, unless payment on account or other later payment is agreed. In the event of late payment, statutory interest is payable as well as a sum amounting to 15% of the outstanding amount for extrajudicial collection costs.
- 10.2 Failure to pay invoices or the failure to pay via collection results in the activation of article 14.2 which leads to the blocking of the entrance to the Car Park.
- 10.3 A right of pledge is created on every (motor) vehicle parked by the User in the Car Park as security for payment of all that the User owes or shall owe us.
- 10.4 Without prejudice to the provisions in article 4.2 of these conditions we have, as security for all that the User owes or shall owe us, a right of retention in respect of every (motor) vehicle parked in the Car Park.

11. Traffic regulations

- 11.1 The Car Park is governed by the same traffic regulations as apply on public roads, unless we expressly determine otherwise.

III. RULES OF CONDUCT

12. Applicability

- 12.1 The following rules of conduct and, as appropriate, the dispute settlement rules apply to all who, whether or not as a party to a Parking Agreement, are present in the Car Park.

13. Prohibitions

- 13.1 It is prohibited to remain in the Car Park for longer than is reasonably necessary for the parking and removing of (motor) vehicles.
- 13.2 It is prohibited to use the Car Park for another purpose or to be present there for another reason than for, or in connection with, the parking or removal of (motor) vehicles. It is in particular prohibited to wash or repair cars in the Car Park, whether or not for payment.
- 13.3 It is forbidden in the Car Park to
- smoke
 - leave the engine of parked vehicles running unnecessarily and/or
 - endanger the health and safety of third parties in any other way.

14. Directions

- 14.1 All those present in the Car Park must follow our directions and those of our personnel.
- 14.2 On breach of these parking conditions and rules of conduct or the directions from our personnel, APCOA may deny the User access to the Car Park as well as charge any administration, legal and collection costs.

IV. DISPUTES

15. Competent court

- 15.1 Any dispute arising in connection with the application of these conditions and rules will be exclusively ruled on by the competent court in Rotterdam.