

1. DEFINITIONS

Parking accommodation:

The parking accommodation or the parking area including accompanying site and spaces.

Owner:

Owner and/or manager/operator of the parking accommodation and/or his/their representatives.

Subscription holder:

The owner/user of a vehicle entered into or onto or present in or on the parking accommodation.

Subscription card:

A personal and car ID, which allows the customer to enter one or more parking accommodations of the owner with his vehicle or on foot.

Vehicle:

A passenger car or a motor bike

2. PARKING AGREEMENT

A parking agreement is entered into in writing. The subscription holder is given an unspecified parking space in the parking accommodation. The owner is not obliged to guard the vehicle.

3. ACCESS

3.1 The subscription holder gains access to the parking accommodation with a subscription card or any other proof of access made available by the owner to the subscription holder upon entering into the parking agreement. The subscription card is property of the subscription holder for the duration of the parking agreement and is not transferrable. Other proof of access remains the property of the owner, are non-transferrable and must be returned to the owner upon terminating the use or the parking agreement.

3.2 The driving in and out of the parking accommodation and the parking of vehicles in the parking accommodation can only be done with the times stipulated in the parking agreement. Outside these times access with the above-mentioned means is not possible and/or the normal rate applies.

3.3 If open hours apply to the parking accommodation, then the owner is authorised to change the opening hours for a longer or indefinite period after having informed the subscription holder thereof.

3.4 The parking can only be used for the parking of the motor vehicle.

3.5 The owner is authorised to refuse any vehicle access to the parking accommodation if the owner deems this necessary in all reasonableness and fairness.

3.6 The vehicles parking in the parking accommodation must comply with the same conditions as vehicles parked along the public road. The Road Traffic Act and the Traffic Rules and Traffic Signs Regulations therefore apply in or on the parking accommodation. There is a maximum speed of 10 km/hour in the parking accommodation. Pedestrians always have right of way.

3.7 Only personal vehicles and company vehicles with a maximum length of 4.8 metres and a maximum width of 2.50 metres may be parked in the parking accommodation. The height of the vehicles cannot exceed the height indicated at the entrance of the parking accommodation. It is not permitted to drive a trailer of any kind, including caravans into or on to the parking accommodation, nor are they allowed to be present in or on the parking accommodation.

4. DURATION OF THE AGREEMENT

4.1 The parking agreement is deemed to have been entered into for a minimum period of three months after which it is automatically extended for a month at a time, unless otherwise has been agreed.

4.2 Both parties are authorised to terminate the parking agreement with due observance of a notice period of one month, and no sooner than towards the end of the first 3-month period and subsequently towards the end of each following month. The notice must be given in writing.

4.3 Upon entering into the parking agreement, the owner will provide the subscription holder with the subscription card or any other access card necessary for the use of the relevant parking accommodation. In the event of a loss of this card, the subscription holder must report this to the owner. The subscription holder must pay a fee of EUR 45.00 for the making available of a new subscription card.

4.4 The subscription card must be returned within five working days after termination of the subscription. If the subscription holder is in default in returning the above-mentioned subscription cards to the owner during the five (5) working days following the termination of the agreement, then the owner is entitled to keep the guarantee sum paid by the subscription holder.

5. PAYMENT

5.1 The parking fee due as agreed in the parking agreement must be paid in advance no later than before or on the first day of the relevant period. The payment of the additional hours outside the subscription takes place via the pay machines or periodically via direct debit.

5.2 Upon concluding the parking agreement, the subscription holder must pay a guarantee sum and administration costs. The guarantee sum is repaid upon termination of the parking agreement if the subscription holder has already

complied with his obligations under the parking agreement.

6. PRICE CHANGES

6.1 The owner is always authorised to change the rate, also in the event of current parking agreements. As such the subscription holder will receive a written notification thereof at least one calendar month before the commencement of the price change.

6.2 The subscription holder is authorised to terminate the parking agreement in writing in event of a price change as per the date of the price change.

7. NON-PAYMENT

7.1 If the subscription holder remains non-compliant in respect of the payment due on the agreed payment deadline, then the subscription holder must pay 1% interest per month or part of a month of the late payment, without requiring a summons or notice of default. The subscription holder must also pay EUR 10.00 debt collection costs as of the second summons.

7.2 If debt collection measures are required in respect of the non-payment of parking fees, then the extra-judicial debt collection costs are determined by the parties as being 15% of the unpaid principal sum with a minimum of EUR 250.00. Payments made by the subscription holder after the summons or indictment, will first serve as payment for the above-mentioned costs, even if the subscription holder states otherwise upon payment.

8. USE OF THE PARKING ACCOMMODATION

8.1 During his presence on the site of the parking accommodation, the subscription holder must comply with the provisions of the Road Traffic Act, the further rules imposed by law, the Traffic Rules and Traffic Signs Regulations and the accompanying appendices, as well as further rules imposed pursuant to the above-mentioned regulations. In the event of non-compliance, the subscription holder is responsible for any damage resulting thereof.

8.2 The subscription holder is also complied to follow up the instructions of the owner, place the vehicle in the indicated location and to behave in such a manner that the traffic in and/or near the parking accommodation s not hindered and safety is ensured.

8.3 The staff of the owner are authorised, if the staff deem this necessary, to move the vehicles within the parking accommodation or to have them moved or removed without this leading to any liability for the owner or the staff.. The staff must observe reasonable and careful conduct when assessing the necessity of moving and/or removing vehicles.

8.4 The vehicles must be carefully locked and the lights must be switched off. After the vehicle is parked, the passengers of the vehicle must leave the parking accommodation.

8.5 It is forbidden to use a space other than in accordance with the use given by or apparent from the interior.

8.6 It is forbidden to park outside the parking spaces.

9. HINDRANCE/LIMITATION USE

9.1 It is not permitted to bring or have explosive, flammable or otherwise hazardous and/or harmful substances in the Parking accommodation, this does not include motor fuels in the appropriate fuel reservoir of the vehicle.

9.2 It is forbidden to contaminate the parking accommodation by depositing garbage or waste or to allow the draining of fluids including oil.

9.3 It is forbidden to smoke, ignite fire or to light an open fire in the parking accommodation.

9.4 It is forbidden to consume or trade alcoholic beverages and/or narcotics in the parking accommodation.

9.5 It is forbidden to perform repairs or other activities to the vehicle or have them performed in or on the parking accommodation unless explicit permission thereto has been given by or on behalf of the owner.

9.6 The parked vehicle can only be collected during opening hours.

10. NON-COMPLIANCE ATTRIBUTABLE SHORTCOMING

10.1 If the subscription holder fails to comply with any obligation pursuant to the law, local regulations and traditions and/or the parking agreement concluded with him including the applicable terms and conditions he is subject to, then the subscription holder must compensate the owner for all the damage suffered or to be suffered as a result of the above-mentioned negligence.

10.2 If the owner must issue a summons, a notice of default or bailiff's note to the subscription holder or in the event of necessary proceedings brought against the subscription holder, then the subscription holder must compensate the owner for the costs for legal assistance, both judicial and extra-judicial. The extra-judicial debt collection costs are determined by the parties as being 15% of the unpaid principal sum with a minimum of EUR 250.00.

11. LIABILITY

11.1 The parking agreement concluded by the parties does not include security. The owner therefore accepts no liability for the theft or the loss or property of the subscription holder. The owner also accepts no liability for any damage to the property of the subscription holder or in respect of personal injury and/or any other damage, directly or indirectly caused by or as a result of the Owner and/or the staff of the parking accommodation and this liability is not excluded in any other article of these general terms and conditions whereby the liability of the owner will in any event be limited to the amount on which the owner can claim under its (company) liability insurance. The 'subscription holder' also refers to other passengers in the vehicle.

11.2 The owner is not liable towards the parker in the event of a force majeure as a result of which the compliance of the parking agreement cannot be reasonably demanded by the parker from the owner. A force majeure includes, but is not limited to, a strike, fire, company disruptions, technical disruptions, government measures and a non-compliance of third parties.

11.3 If the owner can invoke that stated in articles 11.1 and 11.2, then any employees and/or staff of the parking accommodation in respect of whom a claim is made are also covered as if they were a party to the parking agreement concluded by the owner and the parker.

11.4 The parker is liable for any damage, hindrance and nuisance caused by him. The damage caused by the parker to the parking accommodation and the accompanying equipment and installations must be paid on location or must be paid by the parker after the owner has an expert report drawn up of the damage, notwithstanding that stated in article 10.

12. OTHER PROVISIONS

12.1 The subscription holder is not permitted to rent out or give the use of his entitlement.. The subscription holder is not permitted to transfer the parking agreement to third parties

12.2 Other conditions

The applicability of any other general terms and conditions used by the parker and which the parker may refer to is hereby explicitly rejected.

12.3 Agreements

Any arrangements or agreements with staff members of the owner are not binding to the latter insofar as these have not been confirmed in writing.

12.4 Conversion

If and insofar as it is determined that any provision of these general terms and conditions are null and void or it is determined that any provision does not apply as this would be unacceptable on the basis of the principles of justice and equity under the given circumstances, resulting in the owner not being able to make a claim, then this provision is given the meaning which is as similar to the original intention, so that a claim can be made.

12.5 Dutch law

This parking agreement is governed by Dutch law.. The competent court is the court of Rotterdam.

12.6 Residence

Any written notifications, including summonses, resulting from or related to this agreement and other general terms and conditions must be sent to:

APCOA PARKING Nederland BV
Westblaak 88
3012 KM ROTTERDAM