

Parking Terms and Conditions

These Terms and Conditions apply as from 1 June 2016 and replace any and all prior general terms and conditions that form part of one-off parking agreements. Access to the Parking Facility will be granted only subject to the applicability of the following Terms and Conditions, which form part of every parking agreement that the Owner/operator of the Parking Facility concludes with the User/Parker.

I. General

1. Definitions

Parking Facility:

The parking facility or the parking area, together with the related sites and spaces.

Owner:

The Owner and/or manager/operator of the Parking Facility and/or their/its representative(s).

Parker:

The owner/user of a vehicle that is brought into or onto the Parking Facility.

Car Park Ticket

The parking card, parking pass, chip card, credit card or any other means that can be used or act that must be performed to gain access to the Parking Facility.

Parking Fee:

The amount that the Parker owes for the use of the Parking Facility.

2. Parking agreement

2.1 A parking agreement will be deemed to have been concluded merely as a result of having possession of a Car Park Ticket or merely as a result of the Parking Facility being used. In the event that there is any disagreement about the question whether the Parking Facility is already being used or has been used, the determinative fact will be that the Parker is present or has been present on the site of which the Parking Facility forms part.

2.2 A random space in the Parking Facility will be made available to the Parker. The Owner's responsibility does not include surveilling the vehicle.

3. Car Park Ticket

A person and/or vehicle will be granted access to the Parking Facility only with a valid Car Park Ticket or after performing an act stipulated by the Owner that enables the Owner to charge the Parker the Parking Fee that is due when the Parker repeats that act when he leaves the Parking Facility.

4. Parking Fee (N/A)

The Parking Fee will be calculated on the basis of the rates that the Owner sets, as they are indicated in the Parking Facility or at the entrance to the Parking Facility.

5. Access

5.1 It will be possible for vehicles to enter and leave the Parking Facility only during the opening hours indicated in or at the Parking Facility, or at alternative times on which the parties have agreed. The Owner will set the opening hours.

5.2 Only passenger cars and company vehicles having a maximum length of 4.80 m. are permitted in the Parking Facility. The height of the vehicle may not exceed the height that is indicated at the entrance to the Parking Facility. It is not permitted to drive into or onto the Parking Facility with trailers attached of any kind whatsoever, including caravans.

5.3 The Owner will be entitled to refuse any vehicle access to the Parking Facility in the event that the Owner considers that necessary, taking into consideration the standards of reasonableness and fairness. That will be the case in particular in the event that the Owner knows or suspects that a vehicle is carrying explosive or other dangerous substances, which do not include motor fuels in the vehicle's reservoir intended for that purpose, in addition to a case in which the Owner is of the opinion that the vehicle, taking into consideration its size and/or weight, or as a result of the goods it is transporting, could cause damage to the surroundings in the broadest sense. In the event that the Parking Facility does not have an LPG system, the Owner also will be entitled to refuse vehicles that use LPG as fuel, in whole or in part, access to the Parking Facility.

5.4 The vehicles parking in or on the Parking Facility must meet the same conditions as those that apply for vehicles parked on public roads (section III, third-party insurance, etc.). The Dutch Road Traffic Act (*Wegensverkeerwet*) and the Dutch Road Traffic and Traffic Signals Regulations (*Reglement verkeersregels en verkeerstekens*) also apply in or on the Parking Facility.

II. Payment

1. Payment

The Parking Fee that is due must be paid before the Parker leaves the Parking Facility with his vehicle, unless the parties have made other agreements.

2. No valid Car Park Ticket

In the event that the Parker cannot show a valid Car Park Ticket, for each day or part of a day that he uses the Parking Facility he will owe a rate equal to a maximum of three times the daily rate, as indicated in the Parking Facility.

III. Use of the Parking Facility

1. Rules

1.1 When the Parker is present on the Parking Facility's site, he must act in accordance with the Road Traffic Act, the further details stipulated by virtue of that Act, the Road Traffic and Traffic Signals Regulations, and also the further rules stipulated by virtue of those regulations. In the event that the Parker fails to do so, he will be liable for the damage that ensues.

1.2 The Parker is further obliged to comply with instructions given by the Owner's staff members, to park the vehicle in the space that has been or will be indicated and to act in a manner that ensures that the traffic in and/or in the vicinity of the Parking Facility is not hindered and safety is not endangered.

1.3 In the event that they are of the opinion that it is necessary, the Owner's staff members are entitled to relocate vehicles and/or persons inside the Parking Facility and/or remove any vehicle (or have any vehicle removed) from the Parking Facility. The condition of a vehicle can also be a reason for the Owner's staff members to remove that vehicle (or have it removed) from the Parking Facility, without that leading to any liability on the part of the Owner or the staff members. The staff members must take into consideration the standards of reasonableness and due care when determining the necessity of relocating and/or removing.

1.4 When they are parked, the vehicles must be properly locked and the lights must be turned off. The passengers in a vehicle that is parked in the Parking Facility are not permitted to remain in the vehicle any longer than the amount of time required to park the vehicle. Once the vehicle has been parked, the passengers must leave the vehicle and the Parking Facility.

2. Hindrance/restrictions on use

2.1 It is prohibited to sell any goods or to offer goods for sale, to hire goods out or to offer goods for hire in or at the Parking Facility.

2.2 It is prohibited to bring or have explosive, inflammable or otherwise dangerous and/or harmful substances into/in the Parking Facility, with the exception of motor fuels in the vehicle's reservoir intended for that purpose.

2.3 It is prohibited to make repairs to or perform other work on the vehicle unless permission to do so has explicitly been given by or on behalf of the Owner.

2.4 The parked vehicle can be collected only during the opening hours, except in specific cases in which the Owner has granted the Parker the possibility to gain access to the vehicle after that time by means of an entry system. The maximum parking time is two (2) weeks, unless the parties agree otherwise in writing. After the maximum term has expired, the User of the Parking Facility will owe a fine in the amount of EUR 25 a day for each day on which the Parking Facility is still being used after the maximum term has expired, without any notice of default being required and without prejudice to the Owner of the Parking Facility's right to claim compensation of damage in addition to and on top of that fine.

IV Failure to comply

1. Attributable failure to comply

1.1 In the event that the Parker fails to comply with any of his obligations by virtue of the law, the local bylaws and common practices and/or the agreement that has been concluded with him, including the terms and conditions that govern it, the Parker will be obliged to compensate the Owner for any and all forms of damage that the Owner has sustained or will sustain in the future as a result of the aforesaid error, negligence or any other default.

1.2 In the event that the Owner is forced to have a demand, notice of default or other writ served on the Parker, or in the event that it is necessary to take legal action against the Parker, the Parker will be obliged to reimburse the Owner for any and all costs that are incurred in that context, including the costs of legal representation, both judicially and extrajudicially, unless such proceedings were commenced unjustly.

1.3 The Owner is entitled at all times to retain the vehicle and to take appropriate measures in order to do so, such as affixing a wheel clamp, as long as all the amounts that the Owner can claim from the Parker on the ground of the parking agreement or on other grounds have not been paid.

1.4 In the event that the Parker has left a vehicle in the Parking Facility and, despite a written request or demand from the Owner, refuses or is unable, for any reason whatsoever, to remove the vehicle that has been left behind, the Owner will be entitled to remove that vehicle from the Parking Facility within 14 days after the request or demand (in the event that it is not possible to ascertain the Parker's address in spite of reasonable efforts to do so, it will suffice to leave a clearly visible request to remove the vehicle under the vehicle's windscreen wiper) and to store it elsewhere. In the event that the Parker has not collected the vehicle within three (3) months after the request or demand, the Owner will be entitled to sell or destroy the vehicle, in which case the Owner will be obliged to reimburse the Parker only the proceeds of the sale minus the Parking Fee that is due, any fine that is due and the costs that the Owner incurred in connection with the removal and timely storage of the vehicle. In the event that the Parking Fee that is due, any fine that is due and the costs that the Owner incurred exceed the proceeds from the sale of the vehicle, the Parker will be obliged to reimburse the Owner for all those costs. In the event that the identity of the Parker or his place of residence or abode is not known and the Owner is consequently unable to request the Parker to or demand that the Parker remove the vehicle, the Owner will be entitled to have the vehicle removed from the Parking Facility within three (3) months after the vehicle has been parked in or on the Parking Facility, with due observance of the provisions stipulated in this subsection.

2. Non-attributable failure to comply

A failure to comply cannot be attributed to the Owner if it was caused by a circumstance beyond the Owner's control, as a result of which the Parker no longer can reasonably require the Owner to comply with the obligations under the agreement. Such circumstances in any event include work strikes, fires, government measures and business interruptions, in addition to any failure to perform on the part of third parties.

V. Liability

1. Liability

1.1 The agreement that the parties have concluded does not include surveillance. Thus, the Owner does not accept any liability whatsoever for theft or loss of property belonging to the Parker. In addition, the Owner does not accept any liability for any damage whatsoever to the Parker's property or in connection with bodily injury and/or any damage caused directly or indirectly by or as a result of the use of the Parking Facility, unless such damage was caused directly by or on account of the Owner and/or the staff members of the Parking Facility and that liability is not excluded in any other article stipulated in these General Terms and Conditions. In this context 'Parker' is also taken to include other passengers in his vehicle.

1.2 The Parker is liable for any and all damage that he causes. Any damage that the Parker causes to the Parking Facility or related equipment or systems must be compensated on site or the Parker must compensate the damage after the Owner has had an expert appraise the damage, without prejudice to the provisions stipulated in Article IV(1.3).

1.3 Furthermore, the Owner accepts no liability for any defects that are caused by the use of the Parking Facility or by any other services that are offered by or on behalf of the Owner in the Parking Facility, unless the Parker is able to demonstrate culpability on the part of the Owner and/or the staff members of the Parking Facility.

VI Miscellaneous provisions

1. Agreements

Agreements or contracts with the Owner's staff members are not binding on the latter, insofar as it has not confirmed them in writing. In this context staff members are taken to mean all employees and workers who are not authorised to assume accountability.

2. Conversion

Insofar as any clause stipulated in the agreement that the Owner and the Parker have concluded, including these General Terms and Conditions, is null and void or is subject to nullification, or the other party asserts that any clause does not apply because, under the circumstances in question, in accordance with the standards of reasonableness and fairness, it would be unacceptable and that assertion is honoured or accepted by a court, that clause must be converted into a clause that does justice to every extent possible to the import of the clause that is null and void, has been nullified or is inapplicable.

3. Dutch law

This agreement is governed by Dutch law. The District Court of The Hague, the Netherlands, has jurisdiction.

4. Address for service

Any and all written communications, including demands, that ensue from or are related to this agreement and the General Terms and Conditions must be sent to:

World Forum Parking
Churchillplein 10
2517 JW The Hague