

## **Terms and conditions Parking Delft BV**

### **Article 1 Definitions**

In these general conditions we use the following definitions:

- a. Car parks: the car parks known by the names Zuidpoort and Phoenix, with accompanying grounds and territories
- b. Parking Delft BV (hereafter Parking Delft): owner/operator of the car parks
- c. User: the owner, keeper or user of a motor vehicle, who brought that vehicle into the car park
- d. Parking card: all means designated by Parking Delft that give access to the car parks
- e. Motor vehicle: all motorized vehicles except for motorbikes and invalid carriages, designed to move other than by rails.

### **Article 2 Applicability**

These general conditions are applicable to all parking contracts with Parking Delft and are an integral part of it. Access to the car park will only be permitted under these conditions:

### **Article 3 Parking, parking card, validity, parking time, price and paying conditions**

1. a parking contract is affected when and if one uses the car park with a motor vehicle and one has a valid parking ticket. Duration of the parking contract is determined by the times established by or on behalf of Parking Delft for driving in or out of the car park. In case of discussion or disagreement the fact if the user brought a motorised vehicle into the car park or wanted to remove it from the car park is conclusive;
2. when the user has a valid parking ticket it gives him access to the car park with one vehicle and Parking Delft is thereby obliged to provide a random parking space, but only if and when one is available. The obligation to provide a parking space does not though lead to the obligation to watch over or guard the vehicle (at all times);
3. validity of the ticket is determined by the date and starting time as on the ticket and ending of the parking contract or by a predetermined validity. The parking ticket is and stays property of Parking Delft and is not transferable. When the use of the car park is terminated the parking ticket is returned to Parking Delft, if possible;
4. when the user wants to leave the car park with a motor vehicle, he first needs to pay the outstanding parking fee at one of the appointed terminals or another appointed place (such as the office of the manager), unless the user has a valid exit pass provided by Parking Delft for his/her use;
5. after paying the parking fee – and from the moment of payment – the user has 15 minutes to take his motor vehicle outside the car park. When this period expires while the motor vehicle is not removed from the car park a new period starts for which one needs to pay a new parking fee. This period is at least one day and 4 weeks at the most, including the expired period;
6. when a ticket is lost or when no valid ticket is at hand a motor vehicle can only be moved out of the car park after the user has paid the fee authorized by Parking Delft. This fee is at least the due fee for 24 hours and the fee for each day or part of a day on which the motor vehicle, according to Parking Delft, has been parked in the car park. For season-ticket holders art. 6, part 3 applies;
7. unless the user has a valid season-ticket a motor vehicle cannot be parked for more than 4 weeks continuously without the consent of Parking Delft BV. If this condition is broken Parking Delft is authorized to remove that motor vehicle from the car park on account and risk of the owner of the motor vehicle. All costs must be paid by the offender (user and/or owner of the motor vehicle) and will be passed on to this person. With the passing by of the before mentioned period of 4 weeks the user is (without serving notice) in default and is as such indebted, without judicial intervention, and apart from the parking fee, a immediately claimable penalty of 11,- euro's a day, for each day or part of a day that the motor vehicle is/stays in the car

park after the period of 4 weeks, as such as a penalty for delaying the removal, apart from the right of Parking Delft to claim extra payment for all costs, extra and/or replacement damage (according to the law) made and including interest. To make sure that the parking fee and the before mentioned penalty, damage, costs and interest will be paid Parking Delft is authorized to practise the right of retention on the motor vehicle. In this case Parking Delft will inform the person on whose name the motor vehicle is registered of the used retention right by registered mail. If the address of the owner of the motor vehicle cannot be traced even after reasonable exertion it is sufficient when Parking Delft places her letter on the motor vehicle, for example under one of the windscreen wipers of the vehicle. If the motor vehicle is not removed within 30 days after the date on the letter of Parking Delft, Parking Delft has the right (if necessary after getting judicial approval) to sell the vehicle or to have it destroyed. In case of selling Parking Delft has the right to withdraw her claim from the profit;

8. Parking Delft has the right to refuse the user access to the car park without reason given, especially if Parking Delft knows or suspects explosive, inflammable, toxic or other dangerous or damaging matters are in the car or if she suspects that the motor vehicle can damage the environment (because of measurements, form and/or defects) in the broadest sense. The motor vehicles parked in the car park have to comply with the same requirements and conditions as motor vehicles parked at the public highway;

#### **Article 4      Opening hours**

The car parks are open 24/7. Parking Delft is authorized to change the opening hours and will announce such changes in due time, except in circumstances beyond ones control;

#### **Article 5      Other conditions and directions and/or regulations**

1. the car park is not accessible for motor vehicles with trailers/caravans or for trailers/caravans separately;
2. for motor vehicles seeking to get access to the car park there is a maximum height and width as published at the entrance of the car park. The maximum weight of the vehicle including load may not exceed 2500 kg;
3. the maximum speed in the car park is limited to 5 km/per hour;
4. it is obliged to follow all directions given through signs or lights, and the ways in and out should be open and accessible at all times;
5. it is not allowed to park outside the marked parking spaces;
6. it is not allowed to have the motor of motor vehicles running other than for driving in and out of the car park;
7. making noise in all forms is forbidden;
8. the user must lock his motor vehicle on leaving. The lights must be off and the motor and the (electrical) contact must be switched of;
9. without the explicit permission of Parking Delft, her employees and/or extra personnel hired by her it is not allowed to execute repairs and/or other work on motor vehicles in the car park or have them done by some else;
10. after parking the car users must leave and enter the car park by way of the appointed exits and entrees, and they must use the stairs and elevators available. It is not allowed to leave or enter the floors by way of the existing lanes;
11. it is not allowed to enter the car park or be in the car park for other reasons than to park a motor vehicle or to leave the car park with a motor vehicle, or to store things in the parked vehicle. Except for prior permission of Parking Delft it is also forbidden to use the car park for anything else than parking motor vehicles. It is forbidden to sell or rent matters and services of any kind, or to advertise articles for selling or renting; it is forbidden to advertise in, on or on the walls of the car park, including the spreading of flyers and other prints;

12. it is forbidden to smoke or make fire in the car park;
13. apart from the amount of fuel allowed in a regular fuel tank of the motor vehicle it is not allowed to have, bring or transport explosive, inflammable, toxic or other dangerous and/or damaging matters in the parked car. It is also forbidden to store, transfer or leave materials of any nature or form what so ever, including fuel and waste. Small waste must be left in the intended dustbins. Materials placed outside, also next to the motor vehicle will be removed by Parking Delft. Costs involved in removing of fluids from the parked vehicle or in cleaning and/or controlling the consequences of other damage by the parked vehicle will be for the user and/or owner of the motor vehicle;
14. any one who's in the car park must follow the instructions among others on signs and must follow the appointed driving and walking directions. The instructions given by Parking Delft, her employees and/or extra personnel hired by Parking Delft must be followed to the letter. Any one who is in the car park must conduct himself in such manner that the traffic control in and around the car park is not disturbed and the safety not endangered. Not or not timely following named instructions, signs and assignments can lead to removal of the user and his motor vehicle from the car park, for account and risk of the user. The user and/or owner of the motor vehicle is responsible for the damage arising from a refusal to follow named instructions, signs or assignments;
15. to protect and guard her belongings, the belongings of users and/or owners of parked motor vehicles (including those vehicles), and to protect and guard the belongings of third parties, against robbery and/or damage (in any form) and/or to determine the violation of the conditions included in these terms and/or conditions to which these terms refer to and/or to guard the (traffic) safety in the car park and the spaces and grounds belonging to it the presence of each visitor of the car park will be registered with cameras. The tapes are and will be property of Parking Delft and can be used to track down anyone who damages anything (of any nature) in the car park or spaces and grounds belonging to it, or to track down offenders of the conditions (as included in these terms and/or conditions to which these terms refer to) and/or to track down persons conducting illegal actions. In forenamed cases the tapes can be given at the disposal of the police and the court of justice – partly for the good of Parking Delft and its users, passengers of parked vehicles, the owners of the vehicles and others who are in the car park with permission. The tapes will not be placed at the disposal of a third party (other than the police and the court of justice as described above), unless a judiciary orders otherwise. The **Act on the protection of personal particulars** is in practice here;
16. if a motor vehicle is parked against the directions as named before Parking Delft has at all times the right to remove the vehicle from to car park or to have it removed or to relocate it within the car park or have it relocated, also when the vehicle is otherwise causing hindrance, entirely to the users and/or owners costs and risk. The user and/or owner of the vehicle will be charged with the costs of removal and/or relocation.

## **Article 6      Season tickets**

1. to get a parking space in the car park with one or more motor vehicles one can take a season ticket with a minimum of 1 month and unless and in as far as there's made an exception in this article all rules mentioned in these regulations apply to the subscriber. Except for a written termination by Parking Delft or by the subscriber two weeks before the end of the subscription at the latest, the subscription will be considered to be tacitly renewed for the same period (of one month). In case of termination Parking Delft will block the parking card starting on the day following the last day of the concerned subscription period;
2. a subscription does not give the right to claim a regular place;

3. the parking card given to the subscriber is and will be property of Parking Delft and for the making of the card a fixed amount is charged. At loss or damage of the card a new one can be obtained for the than current price;
4. the subscription fee must be paid in advance before the start of a (new) period into the bank account given to the subscriber;
5. if the car park is being used before the subscription fee is paid the card given to the subscriber will be blocked and the subscription is no longer valid and – for good order and perhaps unnecessarily, especially with regard to payment and exceeding the (maximum) parking time - the subscriber must keep to the general regulations, especially those mentioned in art. 3. If the fee is yet paid within the duration of the subscription the blockage mentioned before will be annulled; read: the subscriber will be given a new card. The costs of this will be charged to the subscriber;
6. increase in rates and the commencing date will normally be communicated at least a month in advance to the subscriber. If the subscriber does not approve the increase in rate he has the right to terminate his subscription on the communicated date of the increase in rates;
7. if the subscriber was not able to use his season ticket for more than a week or more continuously due to circumstances to do with Parking Delft, Parking Delft will pay back an equal part of the subscription fee;
8. if a subscriber fails to meet any obligations concerning the subscription or the general regulations and/or if he breaks any rule from these regulations Parking Delft has the right to end the subscription immediately and to block the parking card;

#### **Article 7 Liability limitations and restrictions – indemnity**

1. Parking Delft is not responsible in any way for theft, loss or perishment of, or theft out of or any other damage to a motor vehicle and/or the objects in or on that vehicle. Nor is responsibility accepted for the consequences of an accident, or harm or other damage of any nature, including consequential and/or loss of profits of a user, his or her passengers, the owner of the motor vehicle and/or persons in the car park, the spaces and grounds belonging to it, including the elevator and the staircase, including damage caused by the behaviour of employees of Parking Delft and/or third parties hired by her, unless and as far as there is liability on Parking Delft pursuant to the legal traffic and transport regulations, or if the damage was caused with intent or through gross negligence on the part of Parking Delft, her employees or third parties hired by her. Liability is limited to an amount of ten times the due parking fee, or at the most the amount that will be paid by the (company)liability insurance which Parking Delft has entered into;
2. the user and all other persons in the staircase or the elevator of the car park or in the car park itself and the grounds and spaces belonging to it, will pay Parking Delft all costs and damage(s) that Parking Delft must make and/or suffer consequently to the use of the car park and their doing or not-doing in the car park and the grounds and spaces belonging to it. They also protect Parking Delft against claims from third parties which are connected to their use of the car park or with their named acting or refraining from action. Any possible damage must be paid on the spot, unless the damager is to the best knowledge of Parking Delft offers enough security for redress;

#### **Article 8 Violation of injunctions and regulations**

1. violation of the prohibitions and regulations as mentioned above can lead to removal of the violating user and the vehicle. Removal does not mean one doesn't have to pay the outstanding parking fee and the right of Parking Delft to demand payment of all costs or damage caused by the violation, as mentioned in a.o. article 7, but explicitly not limited to that, is still intact;

2. if there is a matter of violation it will be determined solely by Parking Delft, her employees and/or third parties hired by her;

**Article 9      Applicable Law**

1. on all contracts with Parking Delft Dutch law is applicable;

**Article 10      Final articles**

1. arrangements and/or contracts made by users and/or other users of the car park with employees of Parking Delft and /or
2. of one of the conditions in this contract is nullified or can be reversed the other conditions remain fully applicable and Parking Delft is justified to convert the invalid, reversible or nullified condition in a rightly acceptable condition;
3. at the car park grounds the conditions of the Dutch traffic regulations and the Dutch Regulation for traffic rules and traffic signs are applicable, both in the latest versions;
4. in all cases in which these general conditions and directions are not clear the management of Parking Delft decides;
5. Parking Delft is authorized at all times to change these conditions;
6. these general conditions and directions for the use of car parks are valid since January 1, 2005 and can be found at the office of the manager of the Zuidpoort car park, Zuidwal 14, Delft. At this location a free copy can be obtained. A free copy can also be requested from above office to be sent to ones home address.