

## I GENERAL

### 1. Definitions

**Parking facility:** The parking facility or open-air car park with its associated areas and spaces.

**Owner:** Owner and/or manager/operator of the parking facility and/or their representatives.

**Business PaSS holder:** The owner/user of a vehicle that has been granted access to the parking facility.

**Other services:** The other services provided by the owner may differ per parking facility. These services can be viewed on the internet or at the parking facility itself.

### 2. Garage agreement

A garage agreement can be requested from the owner. A garage agreement can only be obtained if and when the owner has accepted the application. The owner is entitled to refuse an application without giving a specific reason. A random space in the parking facility shall be made available to the Business PaSS holder. Vehicle surveillance does not form part of the owner's obligations.

### 3. Access

3.1 The Business PaSS holder shall gain access to the parking facility by means of number plate recognition, QR code, or any other access device provided to the Business PaSS holder at the start of the garaging agreement.

3.2 If the parking facility has specific opening hours, the owner shall be entitled to change the opening hours for a longer or indefinite period of time.

3.3 Only passenger cars and commercial vehicles with a maximum length of 4.80 metres may be parked in the parking facility. Vehicle height may not exceed the maximum height stated at the entrance to the parking facility, or as is apparent from the actual situation. It is forbidden to enter the parking facility with a trailer of any kind, including caravans.

3.4 The owner shall be entitled to refuse access to the parking facility to any vehicle, if the owner considers this desirable with due regard to the principles of reasonableness and fairness. This will be the case in circumstances where the owner knows or suspects that a vehicle is carrying explosive or other hazardous

substances – with the exception of the vehicle's fuel in the vehicle's normal fuel tank intended for that purpose – and, if the owner suspects that due to the size and/or weight of the vehicle, or because of the goods it is carrying, the vehicle may cause damage to the surroundings, in the broadest sense. If the parking facility does not have an LPG extinguishing installation, the owner shall also be entitled to deny vehicles (partly) powered by LPG access to the parking facility.

3.5 Vehicles parked in the parking facility must comply with the same conditions as vehicles parked on public highways (properly licensed and with at least third-party liability insurance, etc.). The Highway Code and any other regulations relating to traffic on public highways also apply in the parking facility, insofar as the owner has not expressly deviated from these traffic regulations.

## **II. PAYMENT**

### **1. Payment**

Payment of the parking fee, calculated based on the prevailing parking tariffs at the parking facility, must be made within two weeks of the invoice date.

### **2. Tariff changes**

The owner shall be entitled to adjust the parking tariff, even if the garaging agreement has only recently been concluded.

### **3. Non-payment**

3.1 If the Business PaSS holder fails to pay the parking fee due (or any other amounts owing arising from the garaging agreement) within the agreed payment term, the owner shall be entitled to refuse to grant the Business PaSS holder access to the parking facility, without prejudice to other rights accruing to the owner as a result of the non-payment. The fee for unblocking a Business PaSS shall be €15 including VAT.

3.2 If the Business PaSS holder fails to pay the parking fee due (or any other amounts owing arising from the garaging agreement) within one calendar month of the agreed payment term, without prejudice to other rights accruing to the owner from this non-payment and without any reminder or notice of default being required, the Business PaSS holder shall owe an additional €20 including VAT for each month or part of a month in which the payment was not made.

3.3 If collection measures are necessary as a result of non-payment of the parking fee due, the extrajudicial collection costs between the parties are set at 15% of the unpaid principal amount, with a minimum of €250 including VAT. Payments made by the Business PaSS holder after a demand or summons will first serve to settle the collection costs as defined above, even if the Business PaSS holder states a different purpose when making the payment.

## **III. USE OF THE PARKING FACILITY**

### **1. Rules**

1.1 While at the parking facility, the Business PaSS holder must adhere to the Highway Code and any other regulations applicable to traffic on public roads, in so far as the owner has not expressly deviated from those regulations. In the event of non-compliance, the Business PaSS holder shall be liable for any resulting damage.

1.2 The Business PaSS holder shall furthermore be obliged to follow any instructions given by the staff at the parking facility, must park the vehicle in the space indicated or to be indicated, and must behave in such a manner that traffic in and/or at the parking facility is not impeded and safety is not endangered.

1.3 The parking facility staff is entitled, if the member of staff considers it necessary, to move the vehicle within the parking facility and/or to remove the vehicle (or have the vehicle removed) from the parking facility without this resulting in any liability on the part of the owner or the staff. When moving and/or removing the vehicle (or assessing the need to do so) parking facility staff must act in all reasonableness and with due care.

### **2. Nuisance/restriction of use**

2.1 It is prohibited to sell goods, offer goods for sale, hire out goods or offer goods for hire in or at the parking facility.

2.2 It is prohibited to take any explosive, flammable, or otherwise hazardous and/or harmful substances into the parking facility or to store such substances within the parking facility, with the exception of engine fuel in the vehicle's normal fuel tank.

2.3 It is prohibited to carry out repairs or other work to the vehicle or other activities, or to have these carried out, in or at the parking facility, unless explicit permission has been granted by or on behalf of the owner.

2.4 The Business PaSS holder must ensure that no hindrance or nuisance is caused to other users of the parking facility or to users of the neighbouring buildings.

2.5 The owner is authorised to carry out (or arrange for work to be carried out) in or at the parking facility for the benefit of the parking facility, public services, companies and/or third parties, without being obliged to pay any compensation.

2.6 Passengers of vehicles parked in the parking facility are not permitted to remain in the vehicle for longer than the time required to park the vehicle. After the vehicle has been parked, the passengers and driver must leave the vehicle and the parking facility.

## **IV NON-PERFORMANCE**

### **1. Attributable failure**

1.1 In the event that the Business PaSS holder fails to fulfil any obligation arising from the law, local regulations and customs and/or the Agreement concluded with the Business PaSS holder, including the applicable terms and conditions the owner shall be entitled, having provided written notice of default, to terminate the garaging agreement with immediate effect and to refuse the Business PaSS holder access to the parking facility. The Business PaSS holder shall be obliged to compensate the owner for all damages incurred or to be incurred that result from the above-mentioned fault, negligence and/or from any other type of default, and/or from the premature termination of the garaging agreement.

1.2 In the event that the owner is required to issue a summons, notice of default or other writ to the Business PaSS holder, or in the event that necessary proceedings are initiated against the Business PaSS holder, including proceedings aimed at forcing the Business PaSS holder to remove their vehicle from the parking facility, the Business PaSS holder shall be obliged to reimburse the owner for all costs, both judicial and extrajudicial, incurred in that regard, unless the proceedings were wrongfully initiated.

1.3 Amendments to these terms and conditions which are necessary as a result of government decisions or instructions, including instructions from the fire brigade, shall not constitute resolute conditions in favour of the Business PaSS holder, but shall take effect as if they had been included verbatim in the garaging agreement.

1.4 The owner shall be entitled at all times to retain the vehicle and to take appropriate measures for this purpose, if the Business PaSS holder has not paid everything that is owed to the owner either by virtue of the garaging agreement or on any other basis.

1.5 In the event that following the termination or dissolution of the garaging agreement, the Business PaSS holder has left behind a vehicle in the parking facility, the owner shall send a written request to the Business PaSS holder, asking that the vehicle be removed from the parking facility. If the Business PaSS holder

does not comply with that request, the owner shall arrange for the abandoned vehicle to be removed from the parking facility. The owner shall inform the Business PaSS holder of this in writing. In the event that the Business PaSS holder has not collected the motor vehicle within 6 months of the most recent written notice, the owner shall sell or destroy the vehicle. In that case, the owner shall solely be required to reimburse the Business PaSS holder for the proceeds of the sale, less the costs incurred by the owner for the removal and temporary storage of the abandoned vehicle and any costs incurred by the owner as referred to in Section IV 1.2. In the event that the latter costs are greater than the proceeds from the sale of the abandoned vehicle, the Business PaSS holder must reimburse the owner for all those costs.

## **2. Non-attributable failure**

A failure cannot be attributed to the owner if it is due to circumstances beyond the control of the owner as a result of which the Business PaSS holder can no longer reasonably require the owner to comply with its obligations under this garaging agreement. These circumstances include, but are not limited to, industrial action, fire, government measures, interruptions to business as well as failures attributable to third parties.

## **V LIABILITY**

### **1. Liability**

1.1 The garage agreement concluded between the parties does not include surveillance. The owner therefore does not accept any liability for the theft or loss of the Business PaSS holder's property and/or belongings. The owner furthermore accepts no liability for any damage whatsoever to the Business PaSS holder's property nor for physical injury or any other damage caused directly or indirectly by or as a consequence of using the parking facility, unless the said damage has been directly caused by the owner and/or the staff of the parking facility and the liability involved is not excluded in any other article of these general terms and conditions or of the garaging agreement. For these purposes, the term Business PaSS holder shall also be understood to refer to other occupants of his/her vehicle.

1.2 The Business PaSS holder shall be liable for all damage they cause. Damage caused by the Business PaSS holder to the parking facility or to equipment installed in the parking facility must be compensated by the Business PaSS holder, either at the scene of the damage or after an expert has assessed the damage on behalf of the owner, without prejudice to the provisions of section IV 1.5.

1.3 The owner accepts no liability for shortcomings resulting from the use of the parking facility or as a result of other services offered in the parking facility by or on behalf of the owner, unless the person parking is able to demonstrate that the owner and/or the parking facility staff are guilty of gross negligence.

## VI OTHER PROVISIONS

1. **Conversion:** In so far as a provision of the garaging agreement concluded between the owner and Business PaSS holder, including these general terms and conditions, is declared invalid or null and void, or in the event that the other party asserts that a provision is not applicable because this would, in the given circumstances, be unacceptable according to the standards of reasonableness and fairness, and an appeal in respect thereof is honoured or accepted by the court, the provision must be amended and replaced by a provision that is in line with the intention of the provision that was declared invalid or null and void.
2. **Prior agreements:** Arrangements or agreements made with the owner's staff shall not place any obligation on the owner unless the arrangement or agreement has been confirmed by the owner in writing. In this respect, any employee not authorised to represent the owner will be considered the owner's staff.
3. **Applicable law:** These terms and conditions shall be subject to Belgian law. The District Court of Brussels shall enjoy exclusive jurisdiction to hear any dispute.
4. **Domicile:** All written communications, including summonses, arising from or in connection with the garaging agreement and these general terms and conditions must be sent to: Q-Park Belgium Holding NV, Belgicastraat 3, PO Box 6 1830 Zaventem, Belgium (August 2018).