

# TERMS AND CONDITIONS CORRESPONDING TO NON-RECURRING PARKING AGREEMENTS

Access to the parking facilities is exclusively granted subject to the following conditions, which are part of every parking agreement entered into between the owner/operator of the parking facilities and the user/parking customer.

## I GENERAL

### 1. Definitions

**Parking facility:** The parking accommodation or car park with corresponding areas and spaces.

**Owner:** Owner and/or manager/operator of the parking facility and/or their/its representative(s).

**Parking customer:** Owner/user of a vehicle, which has been brought into or onto the parking facility.

**Car park ticket:** Parking card, exit ticket, parking pass, congress card, voucher, credit card or any other legitimate means that either must be used to gain access to the parking facility, or obtained through an act that is or must be performed to gain access to the parking facility.

**Parking fee:** Amount payable by the parking customer for the use of the parking facility.

**SmartCard:** Parking permit that allows access to a preselected number of the owner's parking accommodations whereby the parking fees will be post-paid by invoice based on the actual use (direct debit is required for individuals and optional for businesses).

**Card holder:** The natural person or legal person who has requested a SmartCard from the owner and has a personal and non-transferrable right to use the card.

### 2. Parking agreement

2.1 A parking agreement is deemed to have been created by the sole fact of holding a car park ticket or by the sole fact of using the parking facility. In the event of any disputes as to whether use is or has already been made of the parking facility, the decisive criterion will be the fact that the parking customer is or has been on the grounds of the parking facility.

2.2 The SmartCard is requested from the owner by the customer. The SmartCard can only be received if and after the owner has received the request. The owner has the right to reject a request without giving a specific reason for this. Simply receiving the SmartCard does not engender a parking agreement. No costs are associated with the SmartCard since this is only a modality for entering into a parking agreement in the parking facility.

The use of the SmartCard can be terminated by either the customer or the owner at any time. In that case the customer shall return the SmartCard to the owner and the still-outstanding parking fees will be billed and appropriately charged through direct debit.

2.3 A space is made available in the parking facility to the parking customer at random. Surveillance over the vehicle is not the obligation of the owner.

### 3. Car park ticket:

A vehicle will only be granted access to the parking facility with a valid car park ticket or after performing an act prescribed by the owner that enables the latter, after that act has been repeated on leaving the parking facility, to charge the parking customer the amount payable.

### 4. Parking fee:

The parking fee is calculated based on the rates set by the owner as stated in the parking facility or at the entrance to the parking facility.

### 5. Access

5.1 Vehicles may only enter or exit the parking facility during the opening hours stated in or at the parking facility, or during times otherwise agreed. The owner sets the opening hours.

5.2 Only passenger cars and company cars with a maximum length of 4.80 meters may be parked in the parking facility. The height of the vehicles may be no more than that which is stated at the entrance of the parking facility, or as apparent from the actual situation on site. Driving into or out of the parking facility with trailers or any nature whatsoever, including caravans, is not permitted.

5.3 The owner is entitled to refuse any vehicle access to the parking facility, if the owner deems this desirable in due regard to reasonableness and fairness. This will be the case mainly if the owner knows or suspects that a vehicle is carrying explosive or other hazardous substances, except engine fuels in the vehicle's reservoir intended for that purpose as well as if in the owner's judgement the vehicle may due to its size and/or weight, or the items transported with it, cause damage to its environment in the widest sense. If the parking facility is unsuitable for an LPG installation, the owner is also entitled to refuse access to the parking accommodation to vehicles using LPG fuel (or partly so).

5.4 Vehicles parked in or on the parking facility must comply with the same conditions as vehicles parked on public highways (section III/third-party insurance, etc.). The Highway Code and any other regulations relating to traffic on public highways also apply in or on the parking facility, insofar as there is no explicit deviation from this by the owner.

### 6. Loss or theft of car park ticket or SmartCard

The responsibility for the safe and attentive use and keeping of the parking identification card and/or the SmartCard lies with the person parking or the card holder. On the event of loss or theft of the parking identification card, the rate for a "lost ticket" will be applied as described in Article II.4.

On loss or theft of the SmartCard, the card holder is obligated to immediately notify the owner of this. Notification can be given by telephone on working days from 09.00 to 12.00 to +32 2 711 17 00 or by e-mail to info@q-park.be. After receiving the report, the owner will block the SmartCard. The card holder remains responsible for the costs and other consequences of any possible unauthorised use by third parties up to the moment when the loss and/or theft is reported. The card holder shall likewise bear the costs for creating a new SmartCard at the rate of € 20.00 including VAT.

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## II PAYMENT

### 1. Payment

The parking fee payable must be paid before the parking customer leaves the parking facility with his vehicle, unless otherwise agreed.

### 2. Payment with SmartCard

The owner will bill the parking fees due monthly by sending the card holder a billing statement. The cardholder is obligated to pay the parking fees by means of direct debit. For companies, payment by direct debit is optional. If direct debit payment is not made by an individual or if a payment is refused during the execution of the direct debit payment generally, the owner is entitled to block the SmartCard with immediate effect. The like applies if businesses have not paid two open billing statements in a row. The owner will bill for those administrative costs incurred by unblocking the SmartCard at the rate of € 15.00 including VAT.

### 3. Costs for non-payment

If the parking customer leaves the parking facility with his/her vehicle without paying the parking fee owed, without being in possession of a SmartCard, and without making a further arrangement with the owner, the parking fee the parking customer owes is increased by a sum of €150 to cover (partially or otherwise) tracing costs, without prejudice to the owner's right to compensation and legal/extra-legal collection costs and interest (at 1% per month or a portion of thereof) on the amounts owed.

### 4. Invalid car park ticket

If the parking customer is unable to present a valid car park ticket, he/she shall owe the "lost ticket" rate stated on the payment machine in the parking facility concerned, for each day or part of the day he/she uses the parking facility.

## III USE OF THE PARKING FACILITY

### 1. Rules

1.1 When present in the parking facility, the parking customer must conduct him/herself in accordance with the provisions of the Highway Code and any other regulations relating to traffic on public high-ways, insofar as there is no explicit deviation from this by the owner. Should this not be observed, the parking customer is liable for any damage resulting from this.

1.2 The parking customer is furthermore obliged to follow any instructions from the staff of the parking facility, to place the vehicle in the space stated or to be stated, and to conduct him/herself in such a way that traffic is not impeded in and/or at the parking accommodation, and safety is not put at risk.

Should the staff of the parking facility deem this necessary, they are entitled to move vehicles within the parking accommodation and/or remove any vehicle from the parking facility (or have them removed), without the possibility of this resulting in any liability for the owner or the staff. In the event of vehicles being moved and/or removed (and assessing the need for this), the staff must comply with reasonableness and due care.

Vehicles must be securely locked when parked and the lights must be switched off. Passengers of vehicles parked in the parking facility are not permitted to remain in the vehicle for longer the time necessary for parking the vehicle in question. After the vehicle has been parked, the passengers and driver are required to leave the vehicle and the parking facility.

### 2. Hindrance/restrictions of use

2.1 Selling goods, offering them for sale, renting them out or offering them for rental in or on the parking facility is prohibited.

2.2 It is not permitted to bring any explosive, flammable or otherwise hazardous and/or harmful substances into the parking facility or to have them within this, with the exception of engine fuel in the vehicle's normal fuel reservoirs intended for this purpose.

2.3 It is not permitted to perform repairs to the vehicle or other activities, or to have these performed, in or on the parking facility, unless explicit permission has been granted by or on behalf of the owner.

Parked vehicles can only be collected during opening hours. The maximum parking period is 4 weeks, unless agreed otherwise. Following expiry of the maximum period, the user of the parking facility shall be obliged to pay a fine of €24.79 per day, for each day on which use continues to be made of the parking facility after expiry of the maximum period, without any notice of default having to be provided and without prejudice to the right of the owner of the parking facility to claim damages in addition thereto.

## IV NON-COMPLIANCE

### 1. Attributable shortcoming

1.1 If the parking customer falls short in complying with any obligation pursuant to statutory provisions, local regulations and customs and/or the agreement entered into with him, including the terms and conditions applicable thereto, the parking customer shall be obliged to compensate the owner for any damage that is or may be suffered by the owner as a consequence of the aforesaid error, negligence or any other default.

1.2 If the owner is compelled to have an injunction, notice of default or other writ issued, or in the event of proceedings necessary against the parking customer, the parking customer is obliged to pay the owner all costs incurred in this regard, both legally and extra-legally, unless the proceedings have been wrongly entered into.

1.3 The owner is at all times entitled to withhold the vehicle until the parking customer has paid everything owed either based on the garage agreement or on any other basis.

If the parking customer has left a vehicle in the parking facility and, despite a written request or summons by the owner, refuses or is unable, for any reason whatsoever, to remove the left vehicle, the owner shall be able to have the left vehicle removed from the parking facility within 3 months after the request or the summons. If the parking customer has not collected the vehicle within abovementioned term, the owner shall be entitled to sell or destroy the vehicle. The owner shall in that case only be obliged to pay the sales proceeds

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to the parking customer, reduced by the parking fee payable, any fines and the costs incurred by the owner for removing and temporarily storing the vehicle. If the parking fee payable, any fines and the costs incurred by the owner exceed the proceeds for the vehicle, the parking customer shall be obliged to pay all those costs to the owner.

1.5 If the identity of the parking customer or his place of residence or abode is not known and the owner is consequently unable to request or summon the parking customer in writing to remove the vehicle, the owner shall be entitled, within 3 months after the vehicle has been parked in or on the parking facility, to have the vehicle removed from the parking facility, duly observing the provisions of this subsection.

## 2. Non-attributable failure

A failure cannot be attributed to the owner if this is caused by a circumstance independent of the owner's will as a result of which the obligations from the agreement can no longer reasonably be demanded by the parking customer. In any event, including strikes, fire, government measures and operational stoppages, as well as a failure in observance by third parties.

## V LIABILITY

### 1. Liability

1.1 The agreement arisen between the parties does not include surveillance. The owner therefore accepts no liability for theft or loss of the parking customer's properties and possessions. The owner furthermore accepts no liability for any damage whatsoever to the parking customer's property and possessions, as well as regarding physical injury and/or any other damage, directly or indirectly caused by or as a result of using the parking facility, unless the damage has been directly caused by the owner and/or the staff of the parking facility, and this liability is not excluded in any other article of these terms and conditions. 'Parking customer' is also understood to mean another passenger in his/her vehicle.

The parking customer is liable for all damage caused by him/her. Damage caused by the parking customer to the parking facility or the corresponding equipment and installation must be reimbursed by the parking customer, either on the spot, or after an assessment of the damage has been drawn up on behalf of the owner, without prejudice to the provisions in article IV 1.3.

## VI OTHER PROVISIONS

### 1. Arrangements

Arrangements or agreements with members of the owner's staff do not oblige the owner, insofar as these have not been confirmed by it in writing. In this respect, all employees and employees with no presentation authority are deemed staff members.

## 2. Conversion

To the extent that any clause in the agreement entered into between the owner and the parking customer, including the present general terms and conditions, is void or voidable or the counterparty asserts that any clause is not applicable as this would be unacceptable within the standards of reasonableness and fairness in the given circumstances and that assertion is honoured or accepted by the court, the clause concerned must be converted into a clause that does justice as much as possible to the import of the void or voided or inapplicable clause.

## 3. Applicable law

This agreement is subject to Belgian law. In the event of any dispute, the courts of the legal district of Brussels are exclusively competent.

## 4. Domicile

All written notifications, including injunctions, resulting from or relating to this agreement and terms and conditions, must be sent to:

Q-Park Belgium Holding NV  
Belgicastraat 3 bus 6  
1830 Zaventem

or an address to be further provided by the owner/operator.

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