

# General Terms and Conditions for Parking Agreements



Access to the parking facility is only granted subject to the following terms and conditions which form part of every parking agreement entered into between the owner/operator of the parking facility and the user/the person parking.

## I. GENERAL

### Definitions

<b>Parking facility</b>	: The parking facility / the parking premises with the associated grounds and spaces.
<b>Owner</b>	: The owner and/or manager/operator of the parking facility and/or their representative(s).
<b>Subscription Holder</b>	: The owner/user of a vehicle that has been brought into or onto the parking facility.
<b>Subscription card</b>	: A personal and car-related ID which enables customers to gain access to a Mobility-S parking facility or to Mobility-S parking facilities from their vehicle or on foot.
<b>Transponder</b>	: Access tag for a specific parking facility in the Om de Hoek garage that is only accessible to a special group of residents.
<b>Vehicle</b>	: A passenger car or motorcycle.

## 2. Parking Agreement

A parking agreement is entered into in writing. A random location in the parking facility will be made available to the Subscription Holder. The Owner's obligation does not include security monitoring of the vehicles.

## 3. Access

- 3.1. The Subscription Holder accesses the parking facility using a subscription card or some other access pass that the Owner will make available to the Subscription Holder when entering into the agreement. The subscription card is the property of the Subscription Holder and cannot be transferred. Other types of access pass remain the Owner's property, cannot be transferred and must be returned to the Owner upon termination of the use or the agreement.
- 3.2. Driving into and out of, and parking vehicles in, the parking facility can only take place within the times laid down in the parking agreement. Outside of these times, access using the means referred to in the first paragraph is not possible and/or the normal rate will apply.
- 3.3. If opening hours apply to the parking facility, the Owner will be authorised to alter the opening hours for an extended or indefinite period of time, upon notifying the Subscription Holder accordingly.
- 3.4. If the Subscription Holder wishes to use the parking space for a motor vehicle other than the vehicle stated in the parking agreement, the Subscription Holder will have to ask the Owner's consent for this. Only after the Owner has given the Subscription Holder written consent will the Subscription Holder be entitled to park another motor vehicle in the parking facility.
- 3.5. The Owner is entitled to refuse any vehicle access to the parking facility if the Owner deems such desirable duly considering the standards of reasonableness and fairness.
- 3.6. The vehicles parked in the parking facility must satisfy the same conditions as vehicles parked in public areas. The Dutch Road Traffic Act (Wegenverkeerswet) and the Dutch Road Traffic Rules and Signs Regulations (Reglement Verkeersregels en Verkeerstekens) also apply in or on the parking facility.
- 3.7. Only passenger cars and commercial vehicles with a maximum length of 4.80 m shall be parked in the parking facility. The height of the vehicles may not exceed the height specified at the entrance to the parking facility. Bringing any trailers of any kind, including caravans, into the parking facility is not allowed.

### 4. Term of the agreement

- 4.1. The parking agreement is deemed to have been entered into for an open-ended period. However, the term of the agreement is at least three months or at least equal to the agreed invoice interval if the latter is longer.
- 4.2. Both parties are entitled to terminate the parking agreement duly considering a notice period of at least five working days before the end of the term as agreed in conformity with the above clause 4.1. The notice of termination must be effected in writing via e-mail sent to [beheer@mobility-S.nl](mailto:beheer@mobility-S.nl). It is not possible to apply for a new subscription within a period of three months after termination.
- 4.3. When entering into the parking agreement, the Owner shall furnish the Subscription Holder with the subscription card or any other access pass that is necessary to make use of the parking facility in question. If this card is lost or becomes unsuitable for use, the Subscription Holder shall report such to the Owner. The Subscription Holder shall pay a fee of €15.00 for the provision of a new subscription card by the Owner.

## II. PAYMENT

### 1. Payment

- 1.1. The parking fee owed, as agreed in the agreement, shall be paid at latest in accordance with the term for payment stated on the invoice.
- 1.2. When entering into a parking agreement where a transponder is provided, the Subscription Holder shall pay a one-off fee of € 100.00.

### 2. Price change

- 2.1. The Owner shall always be entitled to modify the prices, including with regard to current parking agreements. In such case the Owner shall publish the modified prices on the Mobility-S website ([www.Mobility-S.nl](http://www.Mobility-S.nl)) at least one calendar month before they take effect.
- 2.2. In the event of a price change, the Subscription Holder shall have the right to terminate the agreement by written notice with effect from the date when the price change was announced to take effect.

### 3. Failure to pay

- 3.1. If the Subscription Holder fails to pay the amount owing on the agreed due date, the Subscription Holder shall owe 1% interest over the parking fee arrears per month or a part of the month in which the payment was not made without any need for any reminders or notices of default.
- 3.2. If the specified term for payment as stated in the second reminder and/or demand for payment has passed without any payment having been received, the Owner shall immediately stop the subscription and deny the Subscription Holder access to the parking facility.
- 3.3. If any failure to pay the parking fees requires debt collection measures to be implemented, the extrajudicial collection costs are hereby fixed between the parties at 15% of the unpaid principal, with a minimum of €250.00. Payments made by the Subscription Holder after demand or summons shall in the first place be put toward payment of the aforementioned costs, even if the Subscription Holder indicates that they wish to allot the payment to something else.

## III. USE OF THE PARKING FACILITY

### 1. Rules

- 1.1. While on the parking facility premises, the Subscription Holder shall comply with the provisions of the Dutch Road Traffic Act, the additional rules established pursuant to this act, the Dutch Road Traffic Rules and Signs Regulations and the related annexes, as well as the additional rules established pursuant to these regulations. The Subscription Holder shall be liable for any loss ensuing from non-compliance with such legislation and regulations.
- 1.2. The Subscription Holder shall furthermore follow the instructions of the parking facility staff, park the vehicle in the slot specified or to be specified and act in such way that traffic in and/or around the parking facility is not hindered and safety is not jeopardised.

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- 1.3. The parking facility staff has the right, if necessary in the staff's opinion, to move vehicles within, and/or remove vehicles from, the parking facility, without this leading to any liability for the Owner or the staff. When assessing the need to move and/or remove a vehicle, the staff shall take account of the standards of reasonableness and care. The Owner will charge any costs of removal or towing to the Subscription Holder.
- 1.4. The vehicles shall be properly locked while parked and their lights shall be switched off. Once the vehicle has been parked, the driver and any passengers shall leave the vehicle and the parking facility.

### 2. Nuisance/limitations of use

- 2.1. It is prohibited to bring any explosive, inflammable or otherwise hazardous and/or harmful substances into the parking facility or to have such substances in the parking facility, with the exception of fuel in the normal fuel tank of the vehicle intended for such fuel.
- 2.2. It is prohibited to carry out repairs to the vehicle or any other work or have such carried out in or on the parking facility unless explicit consent for such repairs or other work has been granted by or on behalf of the Owner.
- 2.3. Parked vehicles can only be collected during opening hours.

## IV. NON-PERFORMANCE

### 3. Breach

- 3.1. If the Subscription Holder is in breach of the performance of any obligation under the law, local decrees and customs and/or the agreement made with the Subscription Holder, including the applicable conditions, the Subscription Holder shall reimburse the Owner for any and all damage or loss suffered or to be suffered by the Owner as a result of such breach.
- 3.2. If the Owner is forced to present a demand, notice of default or other writ to the Subscription Holder or is required to institute proceedings against the Subscription Holder, the Subscription Holder shall reimburse the Owner for any and all costs incurred in this respect, including the judicial and extrajudicial costs of legal assistance, unless such proceedings were wrongly instituted. Extrajudicial collection costs will always be 15% of the outstanding principal, with a minimum of €100.00.

## V. LIABILITY

### 4. Liability

- 4.1. The agreement entered into between the parties does not encompass parking lot security. The Owner therefore does not accept any liability for property and possessions of the Subscription Holder being stolen or lost. The Owner furthermore does not accept any liability whatsoever for any damage to the property of the Subscription Holder or for personal injury and/or any other damage or loss, directly or indirectly caused by or as a result of the use of the parking facility, unless the damage or loss was 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 general terms and conditions or the parking agreement. The term Subscription Holder also includes other people in the Subscription Holder's vehicle.
- 4.2. The Subscription Holder is liable for any and all damage or loss caused by the Subscription Holder. Any damage or loss caused by the Subscription Holder to the parking facility or related equipment shall be reimbursed on the spot or shall be reimbursed by the Subscription Holder after the Owner has prepared an appraisal of the damage or loss, without prejudice to the provisions in Article II



### **VI. OTHER PROVISIONS**

#### **1. General**

The Subscription Holder is not permitted to lease their right to a third party or make it available to a third party for use. The Subscription Holder shall not transfer the parking agreement to third parties.

#### **2. Arrangements**

Arrangements or agreements with staff members of the Owner do not bind the latter, insofar as the Owner has not confirmed such in writing. All employees and staff who do not have power of representation are to be deemed staff members in this respect.

#### **3. Conversion**

Insofar as any clause in the agreement made between the Owner and the person parking including these general terms and conditions is void or voidable or the other party asserts that a clause does not apply because it would be unacceptable in the given circumstances according to the standards of reasonableness and fairness and a claim based thereon is upheld or accepted by the courts, such clause shall be converted into a clause whereby as much justice as possible is done to the purport of the void or voided or non-applicable clause.

#### **4. Dutch law**

This agreement is governed by Dutch law.

#### **5. Address for the service of documents**

All written notices, including demands, ensuing from or connected with this agreement and general terms and conditions, must be sent to:

Mobility-S Exploitatie C.V.  
Postbus 846  
5600 AV EINDHOVEN  
The Netherlands