

## GENERAL TERMS AND CONDITIONS PARKING SCHIPHOL

One-off Parking Agreements

### A – General provisions

#### Article 1 Definitions

One-Off Parking Agreement	A parking agreement that is concluded between the Car Park User and SCBV subject to the conditions described in article 2.3 of these Terms and Conditions.
Charging electric vehicles	The means of charging an electric Motor Vehicle using one of the charging points available in the Parking Facilities.
Reserved Parking	The following SCBV parking products as described on the Website that can be booked on the Website prior to parking. The upgrades of the aforementioned parking products offered on the Website are also covered under reserved parking.
Motor Vehicle	A motor vehicle as described in the Road Traffic Act 1994 (Wegenverkeerswet 1994).
Excess Fee	The owed amount per day by the Car Park User as mentioned on the Website when parking for more hours than permitted in the Parking Facility.
Parking Facility	(Underground) car park of SCBV including spaces and areas designated for parking Motor Vehicles.
Car Park User	The owner, holder of the vehicle registration certificate, user of or passenger in a Motor Vehicle who wishes to take, or has taken, that Motor Vehicle into the Parking Facility.
Proof of Parking	Car park ticket, parking pass, or any other proof designated by SCBV that can be used to gain access to the Parking Facility.
Parking Fee	The amount payable by the Car Park User for using the Parking Facility.
PMS (Parking Management System)	The system consisting of hardware and software used for entry and exit control, payment and delivery of management information related to the Parking Facility.
Parking Period	The period indicated in advance by the Car Park User in his Reserved Parking booking during which the Motor Vehicle is parked by the Car Park User, which is the period from the parking start date (including this date) to the parking end date (including this date) or the actual time at which the Parking Facility is exited. If no reservation has been made, the period is calculated from the time of entry into the Parking Facility up to the time at which the Parking Facility is exited.
P1 Parking	The parking product for parking in the P1 Parking Facility is intended for a period - shorter than 48 hours. The Excess Fee will apply after 48 hours.

	<ul style="list-style-type: none"><li>- of more than 48 hours; this product can only be reserved during the period indicated by SCBV on the Website. An Excess Fee is due when the parking period exceeds the Reserved Parking period.</li></ul>
P3 Long-Term Parking	The parking product for parking in or on the P3 (underground) Parking Facility for in principle a period of more than two days.
P6 Valet Parking	The parking product of SCBV for Valet Parking from the P6 Parking Facility the terms and conditions governing Valet Parking do not form part of these Terms and Conditions.
P12 Long-Term Parking	The parking product for parking in the P12 (underground) Parking Facility for in principle a period of more than two days.
Privium Excellence	The parking product of SCBV for exclusive parking in the SCBV Excellence Parking Parking Facility (next to the terminal), available to Privium Plus members.
Privium 1	<p>The parking product for Privium Plus members enabling them to park at the front of the P1 Parking Facility for a period</p> <ul style="list-style-type: none"><li>- shorter than 72 hours. The Excess Fee will apply after 72 hours.</li><li>- of more than 48 hours; this product can only be reserved during the period indicated by SCBV on the Website. An Excess Fee is due when the parking period exceeds the Reserved Parking period.</li></ul>
Privium 3	The parking product for Privium Plus members enabling them to park at the front of the P3 Parking Facility, intended in principle for periods exceeding two days.
SCBV	Schiphol Commercial B.V., with its registered office at Evert van de Beekstraat 202, Amsterdam Airport Schiphol, Haarlemmermeer.
Terms and Conditions	These General Terms and Conditions applicable to One-Off Parking Agreements.
Website	The internet website managed by SCBV, with website address <a href="http://www.schiphol.nl">www.schiphol.nl</a> .

## Article 2 Applicability of Terms and Conditions

- 2.1 These Terms and Conditions apply as from publication on the Website and replace all previous Terms and Conditions relating to the Parking Facilities. In the event of inconsistencies between these Terms and Conditions and the Dutch version 'Algemene Voorwaarden Schiphol Parking', the Dutch version shall prevail.
- 2.2 Access to the Parking Facilities shall only be granted in accordance with these Terms and Conditions, which form part of each One-Off Parking Agreement.
- 2.3 These Terms and Conditions apply exclusively to One-Off Parking Agreements.
- One-Off Parking Agreements are concluded:
- by collecting a car park ticket at the entrance;
  - by entering or exiting using a credit card, with the parking duration being recorded in the PMS;
  - by means of a one-off reservation;
  - by means of a car park ticket ordered and received in advance.

- 2.4 If one or more provisions of these Terms and Conditions prove to be null and void, are voided or otherwise become legally invalid, the other provisions of these Terms and Conditions shall remain in force to the fullest possible extent, in as far in accordance with the purpose and purport of these Terms and Conditions. Any null and void provision will be replaced with a valid provision maintaining the purpose and purport of these Terms and Conditions.

### **Article 3 One-Off Parking Agreement**

- 3.1 A One-Off Parking Agreement is deemed to have been concluded:
- a. once a Car Park User has obtained a Proof of Parking and uses this Proof of Parking to park a Motor Vehicle in the Parking Facility. In the event of a dispute with regard to whether or not the Parking Facility is being used, the Car Park User's presence within the Parking Facility with the Motor Vehicle shall be the decisive factor;
  - b. in the case of Reserved Parking, in the manner described in article 2 of the Special Provisions of these Terms and Conditions.
- 3.2 The duration of a One-Off Parking Agreement shall be determined on the basis of the time of entry and exit as recorded by the PMS or by a Parking Period agreed in advance between the Car Park User and SCBV.
- 3.3 A random space within the Parking Facility shall be made available to the Car Park User, unless the Car Park User and SCBV have entered into an agreement in advance under which a specific space or area within the Parking Facility has been designated.
- 3.4 An Electric Charging facility will be offered at the Parking Facilities if an Electric Charging parking space is available. It is not possible to reserve a parking space for Electric Charging. Since SCBV is unable to guarantee that Electric Charging can be used, the Motor Vehicle must have sufficient energy or an alternative fuel source available at the time of parking to be able to exit the Parking Facility.
- 3.5 Instructions for the use of Electric Charging are set out on the Website. Instructions for use have also been placed on the charging point itself. The Car Park User must follow these Electric Charging instructions carefully. SCBV is not liable for any damage resulting from use of Electric Charging.

### **Article 4 Access**

- 4.1 Provided there is sufficient space available, a valid Proof of Parking or an accepted Reserved Parking booking grants a right to access the Parking Facility and to park one Motor Vehicle. SCBV reserves the right to refer users to a different facility if no parking space is available. In such case, SCBV will compensate the Car Park User for the difference in parking rates.
- 4.2 The Parking Facilities are open 24 hours a day, 7 days a week unless indicated otherwise or in the event of a special circumstance.
- 4.3 Only Motor Vehicles with a maximum length of 5 meters, a maximum width of 1.90 meters and a weight not exceeding 2500 kilograms are permitted to enter the Parking Facility. The maximum height of these Motor Vehicles may not exceed the height indicated at the Parking Facility entrance. The (underground) Parking Facilities are only accessible to Motor Vehicles less than two meters in height. P3 however, is accessible to Motor Vehicles above two meters in height.
- 4.4 SCBV is entitled to refuse access to the Parking Facility to the Car Park User/Motor Vehicle if such is deemed appropriate by SCBV, with due observance of the principles of reasonableness and fairness. The reasons for such refusal include knowledge or suspicion on the part of SCBV that a Motor Vehicle is carrying explosives or other hazardous substances, except for motor fuel in the fuel

tank of the Motor Vehicle designed for this purpose, or if SCBV believes that, in view of its size and/or weight or items it is carrying, the Motor Vehicle may cause damage to its surroundings in the broadest sense.

- 4.5 SCBV is entitled to move Motor Vehicles and/or persons within the Parking Facility and/or remove, or arrange for the removal of, any vehicle from the Parking Facility, if such is deemed necessary by SCBV. The condition of a vehicle may constitute grounds for SCBV to remove, or arrange for the removal of, this vehicle from the Parking Facility, without resulting in any liability on the part of SCBV. SCBV must observe the principles of reasonableness and due care when assessing the need to move and/or remove persons and/or Motor Vehicles.
- 4.6 Motor Vehicles that have been parked contrary to the applicable regulations may be removed by SCBV at any time at the expense and risk of the Car Park User and be placed outside the Parking Facility if necessary. In addition to the aforementioned SCBV can place a wheel clamp if the Motor Vehicle is parked contrary to the applicable regulations.
- 4.7 When access is granted, the registration number of the Motor Vehicle will be recorded and printed on the exit ticket to facilitate the matching of the registration number and exit ticket on exit for security reasons. Registration number recognition will also be used in verifying the reservation, as described in article 4.1.2 of the Special Provisions of these Terms and Conditions.

#### **Article 5 Instructions for use**

- 5.1 Whilst present in the Parking Facility, the Car Park User must act in accordance with the provisions of the Road Traffic Act, further rules imposed pursuant to this Act, the Traffic Rules and Signs Regulations and corresponding appendices, as well as further rules imposed pursuant to the aforesaid Regulations.
- 5.2 The Car Park User is subject to the Schiphol Regulations, as well as to any future amendments or new versions thereof, as soon as they take effect, except where these Terms and Conditions explicitly depart from the aforesaid Regulations. The current version of the Schiphol Regulations can be consulted on the Website at any time.
- 5.3 The Car Park User shall further be obliged to follow any instructions issued by SCBV personnel to move the Motor Vehicle to the designated space or a space to be designated and to act in such a way that traffic in and/or around the Parking Facility is not obstructed and safety is not compromised.
- 5.4 Motor Vehicles may not be parked in the Parking Facility for more than 90 consecutive days without the prior written consent of SCBV. If this period is exceeded, the Car Park User shall be liable to pay, in addition to the Parking Fee for parking during the 90-day period, a Parking Fee for each day, or part thereof, that the Motor Vehicle belonging to the Car Park User is present within the Parking Facility following expiry of the aforementioned period, without prejudice to the right of SCBV to demand additional payment of costs, damages and interest.
- 5.5 If the Car Park User has left a Motor Vehicle in the Parking Facility and, despite a written request or demand by SCBV, refuses or is unable, for any reason whatsoever, to remove that vehicle, SCBV shall be entitled to remove, or arrange for the removal of, the Motor vehicle from the Parking Facility within 14 days of the request or demand and to store the vehicle in question at another location. If the address of the Car Park User is not known, a clearly visible written request for removal placed underneath the windscreen wiper of the Motor Vehicle shall suffice. If the Car Park User fails to collect the Motor Vehicle within three (3) months of the request or demand, SCBV is entitled to sell or destroy the vehicle. In that case, SCBV is obliged to only pay the Car Park User the proceeds of the sale less the Parking Fee due, any fines due and any costs incurred by SCBV in connection with the removal and temporary storage of the Motor Vehicle. If the Parking Fee due, any fines and the aforesaid costs incurred by SCBV exceed the proceeds from the sale of the Motor Vehicle, the Car Park User must pay SCBV the difference.

#### **Article 6**

##### **Limitations on use**

- 6.1 It is prohibited to:
- use the Parking Facility for any purpose other than the parking of Motor Vehicles;
  - offer, distribute, sell or rent out goods or services within the Parking Facility;
  - advertise in or on the Parking Facility. In the event of any unauthorized advertisements, the costs of removal will be recovered from the party responsible.
- 6.2 The engine of a Motor Vehicle may only be running in so far as this is necessary for the immediate entry to or exit from the Parking Facility or the immediate parking of the Motor Vehicle.

#### **Article 7 Parking Fee and payment**

- 7.1 The Car Park User must pay a Parking Fee in order to use the Parking Facility. The Parking Fee is calculated in accordance with the rates set by SCBV. The rates are stated at the entrance to the Parking Facilities and on the SCBV Website. The Reserved Parking rates may differ from the parking rates without reservation. SCBV reserves the right to change the rates.
- 7.2 SCBV charges an Excess Fee for P1 Parking and Privium 1. This Excess Fee applies to all Parking Periods that last longer than 48 hours (for P1 Parking) and 72 hours (for Privium 1). For Reserved Parking for P1 and Privium 1 other Parking Periods are set and Excess Fees are charged.
- 7.3 Following payment at a payment terminal or scan of QR code on the Proof of Parking, the Proof of Parking entitles and enables the Car Park User to remove the Motor Vehicle from the Parking Facility within a period starting from the time of payment. The period is fifteen (15) minutes for P1 Parking, Privium 1, and Privium Excellence, and sixty (60) minutes for P3 Long-Term Parking and Privium 3. If the Car Park User fails to remove the Motor Vehicle from the Parking Facility within the aforesaid period, a new Parking Period commences for which a new Parking Fee is payable. Following payment for the new period, the procedure as described above is repeated. Apart from payment at a payment terminal, it is also possible to pay with a credit card on exiting.
- 7.4 If the Car Park User loses or fails to produce the Proof of Parking, a Motor Vehicle may only be removed from the Parking Facility once the Car Park User has paid the currently applicable Parking Fee for each day and part thereof that the Motor Vehicle, in the opinion of SCBV, has been present within the Parking Facility. A receipt issued by the PMS is not accepted as valid Proof of Parking.

#### **Article 8 Liability**

- 8.1 The One-Off Parking Agreement does not include permanent surveillance aside from video surveillance. SCBV excludes any liability for damage, theft, loss, etc., of or to the Motor Vehicle parked or to be parked or any other property belonging to the Car Park User or passengers, unless the Car Park User can demonstrate intent or gross negligence on the part of SCBV.
- 8.2 SCBV is not liable for failures arising from use of the Parking Facility or other services offered by or on behalf of SCBV within the Parking Facility unless the Car Park User can demonstrate intent or gross negligence on the part of SCBV.
- 8.3 The Car Park User is liable for any damage caused by or as a result of use the Parking Facility. Any damage to the Parking Facility or the PMS caused by the Car Park User must be paid on sight unless, in the opinion of SCBV, the Car Park User can provide sufficient security for the successful recovery of costs from the Car Park User. The assessment of SCBV or a SCBV. appointed expert will be decisive in assessing the amount of the claim. The costs of this loss assessment shall be at the expense of the Car Park User.
- 8.4 If the Car Park User fails to meet any of the obligations imposed pursuant to the law, local byelaws, and customs and/or the One-Off Parking Agreement, including these Terms and Conditions, the Car Park User shall be obliged to compensate SCBV for any loss

or damage it has suffered or shall suffer in the future as a result of such failure. If SCBV is compelled to issue a demand letter, notice of default or other writ to the Car Park User or if it is necessary to institute proceedings against the Car Park User, the latter shall be obliged to reimburse SCBV any costs it incurs to this end, both judicial and extrajudicial, unless the proceedings were instituted unjustly.

8.5 SCBV is entitled to retain the Motor Vehicle at any time and to take appropriate measures for this purpose until all amounts payable by the Car Park User to SCBV pursuant to the One-Off Parking Agreement or on any other grounds have been paid.

8.6 SCBV cannot be held liable for any failures owing to circumstances outside the control of SCBV, as a result of which performance of SCBV's obligations under the One-Off Parking Agreement can no longer be reasonably be demanded by the Car Park User. Such circumstances at least include strikes, fire, government measures, service breakdowns or failures by third parties.

#### **Article 9 Other provisions**

9.1 SCBV reserves the right to amend these Terms and Conditions. The most recent version of the Terms and Conditions are published on the Website.

9.2 All written notices, including demands, arising from or relating to these Terms and Conditions, must be sent to:  
Schiphol Commercial B.V.  
Schiphol Parking & Mobility Services  
P.O. Box 7501  
1118 ZG Schiphol

#### **Article 10 Governing law and competent court**

10.1 All One-Off Parking Agreements are governed exclusively by Dutch law.

10.2 Any dispute between the Parties relating to these Terms and Conditions will only be submitted to the competent court in the district of Amsterdam.

## **B – Special provisions for Reserved Parking**

In addition to the General Provisions of these Terms and Conditions, Reserved Parking is subject to the provisions set out in this chapter B.

### **Article 1 Booking the Parking Facility**

- 1.1 By making a booking through the Website, stating the exact Parking Period, the Car Park User can reserve a parking place for one of the Reserved Parking products.
- 1.2 The Reserved Parking booking solely grants the right to park a Motor Vehicle in the Parking Facility corresponding to the relevant parking product, as specified on the Website. The Reserved Parking booking does not in any case grant the right to park in other Parking Facilities.

### **Article 2 Reservation, amendment and cancellation**

- 2.1 The Car Park User can only book Reserved Parking by completing the booking form for the desired parking product through the Website.
- 2.2 The Reserved Parking bookings must be made not later than 2 hours prior to the Parking Period start date.
- 2.3 The Reserved Parking booking is subject to the availability of the number of parking places assigned to the Reserved Parking product. If parking places are not (or no longer) available, SCBV shall not accept the booking and shall notify the Car Park User thereof within the shortest possible term.
- 2.4 The Car Park User must state the start and end dates of the Parking Period on the booking form. Once the Car Park User has made his choice, the full specifications of the product are shown, accompanied by a statement of the Parking Fee due. The Car Park User is then asked to proceed to the electronic payment facility to pay the Parking Fee due. If the Car Park User then clicks on the button to finalise payment and accept these general Terms and Conditions, the One-Off Parking Agreement for the relevant Reserved Parking product with SCBV is concluded and the Car Park User shall be subject to the reservation made with SCBV.
- 2.5 After having finalised the reservation or booking, SCBV shall confirm this by means of an email message sent to the email address submitted by the Car Park User. The confirmation serves as proof of the existence and details of the One-Off Parking Agreement.
- 2.6 The Car Park User may change his reservation at any time up to twenty-four (24) hours prior to the start date of the Parking Period by means of a special login module under the 'My reservation' option on the Website.
- 2.7 In case of a Reserved Parking booking, the Car Park User may elect to purchase a cancellation option against an additional payment of € 5. Only if such option has been purchased, the Car Park User can cancel the Reserved Parking right up to the start of the start of the Parking Period, in which case the Parking Fee (minus € 5 for the cancellation option) shall be refunded to the Car Park User. In case the Car Park User has not purchased the cancellation option, the Parking Fee will not be refunded in the event of a cancellation. In the event of a change of a Reserved Parking booking in accordance with the conditions set out in article 2.6, a higher fee will be charged if applicable. The fees can change because of a change of date and/or availability.
- 2.8 In the event of a change of a Reserved Parking booking contrary to the conditions set out in article 2.6, no Parking Fees shall be refunded.

- 2.9 In the event that, for whatever reason, SCBV is forced to refer the Car Park User to another Parking Facility despite Reserved Parking, SCBV shall refund any additional charges of the other Parking Facility. If the charges of the other Parking Facility are less than the Parking Facility reserved by the Car Park User, SCBV shall refund the excess paid by the Car Park User. SCBV shall never refund other costs, such as costs of delay.
- 2.10 The Car Park User renounces the right to terminate the One-Off Parking Agreement as referred to in article 6:230 m paragraph k of the Dutch Civil Code.

### **Article 3 Parking Fee and payment**

- 3.1 The Car Park User can pay the Parking Fee due for the Reserved Parking booking with a valid credit card or via the Wero/iDEAL payment system, depending on the parking product, via the Website's electronic payment facility. Approval of the payment in that electronic payment facility constitutes an explicit agreement by the Car Park User to have the Parking Fee due charged against his credit card or bank account.
- 3.2 If payment by credit card or Wero/iDEAL is refused by the electronic payment facility, the booking cannot be finalised. The Car Park User shall be notified thereof either immediately or shortly after the attempted booking.
- 3.3 Using a valid credit card as an entry key for multiple, overlapping Parking Periods is not possible. The Car Park User shall be notified thereof either immediately or shortly after the attempted booking.
- 3.4 Using a valid credit card as an entry key for more than one (1) Motor Vehicle per Parking Period is not possible. The Car Park User shall be notified thereof either immediately or shortly after the attempted booking.
- 3.5 The Reserved Parking rates are determined amongst others by the occupancy rate and the period, and may therefore fluctuate. The current rate will be shown on the Website after the Parking Period and parking duration have entered. The definitive rate is therefore the rate that applies at the time of the booking.

### **Article 4 Parking**

- 4.1 In the event of Reserved Parking, a choice can be made between a number of entry keys so that the reservation is recognised when entering the Parking Facility, depending on the Parking Facility and/or the parking product. These entry keys are credit card, registration number or Privium Plus card, and they are explained in further detail in this article. The reservation shall be recognised on the basis of the entry key for entries and exits.
- 4.1.1. Credit card: Both when entering the Parking Facility and again when exiting, the Car Park User must insert the credit card used to make the payment in the appropriate slot in the barrier system. The card details and payment will then be checked. If the details are correct and the payment has been made, the barrier will be raised. If the Reservation Period does not match the Parking Period, the excess period is automatically charged against the credit card.
- 4.1.2. Registration number: The registration number is automatically recognised upon entry. An exit ticket with registration number is presented. The following text appears on the display: your reservation has been recognised. The Car Park User must present the exit ticket when leaving the Parking Facility. For certain Parking Facilities, the Car Park User will only be permitted to leave the Parking Facility after the number plate has been checked. Provided the Reservation Period matches the Parking Period, the Car Park User can exit the Parking Facility. If this is not the case, the Car Park User can pay for the excess period through the car park

staff or the payment terminal and/or make the additional payment by presenting his credit card when exiting, after having entered the exit ticket.

4.1.3. Privium Plus card (for Privium parking spaces only): Both when entering the Parking Facility and again when exiting, the Car Park User must insert the Privium Plus card used to make the reservation in the appropriate card reader in the barrier system. The Privium Plus card and the reservation are recognised upon entry and the barrier is raised automatically. Provided the Reservation Period matches the Parking Period, the Car Park User can exit the Parking Facility by presenting his Privium Plus card. If this is not the case, the Car Park User can pay for any excess period by presenting his credit card.

4.2 Entering the Parking Facility at a date/time earlier or later than the Parking Period start date or exiting the Parking Facility at a date/time earlier or later than the Parking Period end date is possible, subject to the following conditions:

- a. If the Car Park User made a Reserved Parking booking, enters the Parking Facility at an earlier date/time than the start date/time of the Parking Period, the Car Park User must pay the full daily rate applicable at that time for the number of days remaining up to the start of the Parking Period. This sum is indivisible, which means that it is not broken down into dayparts or other time units. The amount charged on account of exceeding the Parking Period must be paid by the Car Park User separately, in accordance with the method described in article 4.1.
- b. If the Car Park User, who has made a booking, enters the Parking Facility at a later date/time than the start date/time of the Parking Period, it does not affect the end date/time of the Parking Period: the end date/time remains unchanged. Nor is the Car Park User entitled to a refund of any part of the Parking Fees paid.
- c. If the Car Park User exits the Parking Facility with his Motor Vehicle at an earlier date/time than the end date/time of the Parking Period, the Parking Period ends on the date/time at which the Car Park User actually leaves the Parking Facility with his Motor Vehicle. Entering and exiting again during the Parking Period is therefore not possible: the Parking Period ends automatically the first time that the Car Park User exits the Parking Facility. The Car Park User is not entitled to a refund of any part of the Parking Fees paid.
- d. If the Car Park User exits the Parking Facility at a later date/time than the end date/time of the Parking Period, he will be charged for the time that they exceed the Parking Period in accordance with the amounts as listed on the Website. The amount charged on account of exceeding the Parking Period must be paid by the Car Park User separately, in accordance with the method described in article 4.1.
- e. If the Car Park User enters the Parking Facility at an earlier date/time than the start date/time of the Parking Period and also exits the Parking Facility after the end date/time of the Parking Period, the Car Park User must pay the full parking rate applicable at that time for the entire period. The PMS cannot recognize the Parking Period provided in advance. In this case, the Car Park User will not be able to claim set-off of the Parking Fees due against the Parking Fees paid by virtue of article 4 within the framework of the electronic booking and/or reimbursement thereof.

## **Article 5                    Personal data**

5.1 SCBV processes personal data in accordance with the Schiphol Privacy Statement of Royal Schiphol Group N.V. ([www.schiphol.nl](http://www.schiphol.nl)).

## **Article 6                    Personal promotion codes**

6.1 SCBV may provide Reserved Parking users with promotion codes. The use of promotion codes is strictly personal and solely intended for the purpose for which they were issued; i.e. obtaining a one-off discount for a Reserved Parking booking. In the event of misuse of the promotion code, the discount awarded can be claimed back by SCBV.