

## GENERAL TERMS AND CONDITIONS OF EINDHOVEN AIRPORT PARKING FACILITIES

### A – General provisions

#### Article 1 Definitions

<b><u>Car Park User:</u></b>	The owner, registered owner, user of or passenger in a Motor Vehicle who wishes to take, or has taken, the Motor Vehicle into the Parking Facility.
<b><u>EANV:</u></b>	Eindhoven Airport N.V.
<b><u>Easy Valet Eindhoven Airport (EVEA):</u></b>	The valet parking service offered by Eindhoven Airport N.V., which involves taking receipt of Motor Vehicles at the parking spaces designated for Easy Valet Eindhoven Airport, keeping them in custody and returning them for the benefit of the User.
<b><u>Motor Vehicle:</u></b>	Motor Vehicle as described in the Dutch Road Traffic Act 1994 ( <i>Wegenverkeerswet 1994</i> ).
<b><u>Parking Agreement:</u></b>	A parking agreement that is concluded pursuant to Article 3.1 of these Terms and Conditions.
<b><u>Parking Facility:</u></b>	(Underground) car park including spaces and areas designated for parking Motor Vehicles.
<b><u>Parking Fee:</u></b>	The amount payable by the Car Park User for the use of the Parking Facility.
<b><u>Parking Period:</u></b>	The period during which the Motor Vehicle is physically parked in the Parking Facility, which is the period from the parking start date and start time (including this date and time) to the actual parking end date and end time (including this date and time), which period is calculated on the basis of the entry and exit times recorded by the PMS.
<b><u>PMS (Parking Management System):</u></b>	System consisting of hardware and software used for entry control, payment transactions, exit control and providing management information in relation to the Parking Facility.
<b><u>Proof of Parking:</u></b>	Car park ticket, parking subscription, or any other proof designated by EANV that can be used to gain access to the Parking Facility.
<b><u>Reservation:</u></b>	Complete reservation assignment for the chosen parking product given to EANV via the Website, which is confirmed through the issue of a reservation number. When making the Reservation, the Car Park User agrees to these General Terms and Conditions.

<b><u>Reserved Parking:</u></b>	Eindhoven Airport parking products that can be booked via internet.
<b><u>Reservation Period:</u></b>	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 and start time (including this date and time) to the indicated parking end date and end time (including this date and time).
<b><u>Terms and Conditions:</u></b>	These General Terms and Conditions applicable to Parking Agreements.
<b><u>Website:</u></b>	The internet website managed by EANV, with website address <a href="http://www.eindhovenairport.nl">www.eindhovenairport.nl</a> .

## **Article 2    Applicability of the Terms and Conditions**

- 2.1 These General Terms and Conditions apply as of March 25, 2020 and replace all previous terms and conditions relating to the EANV Parking Facilities.
- 2.2 Access to the Parking Facilities shall only be granted in accordance with these General Terms and Conditions, which form part of each Parking Agreement concluded between the Car Park User and EANV.
- 2.3 These General Terms and Conditions apply to all Parking Agreements.
- 2.4 If any provision of these General Terms and Conditions proves to be null and void, is voided or otherwise becomes legally invalid, the other provisions of these General Terms and Conditions shall remain in force to the fullest possible extent, insofar as this is in keeping with the purpose and purport of these General Terms and Conditions. The voided provision shall be replaced with a valid provision, preserving the purpose and purport of these General Terms and Conditions.

## **Article 3    Parking Agreement**

- 3.1 Parking Agreements are concluded and deemed to have been concluded:
  - a. by acquiring a car park ticket at the entrance of the Parking Facility or once the Car Park User has obtained 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 being located within the Parking Facility with the Motor Vehicle shall be decisive;
  - b. by means of a Reservation;
    - in the event of Reserved Parking, in the manner described in Article 2 of the Special Provisions for Reserved Parking of these General Terms and Conditions;
    - by making use of Easy Valet Eindhoven Airport, in the manner described in Article 3 of the Special Provisions for Easy Valet Eindhoven Airport of these General Terms and Conditions;
  - c. by entering or exiting with a bank card and/or credit card;
  - d. by entering via license plate recognition;

- e. by means of a car park ticket ordered and received in advance;
- f. by means of access granted through an intercom call and admission by EANV administration;
- g. by means of a subscription for multiple use of the Parking Facility;
- h. by means of an agreement with EANV for using the Parking Facility.

3.2 The duration of a Parking Agreement is equal to the Parking Period.

3.3 A random space within the Parking Facility shall be made available to the Car Park User, unless the Car Park User and EANV have entered into an agreement in advance under which a specific space or area within the Parking Facility has been designated.

#### **Article 4 Access**

4.1 Provided sufficient space is available, valid Proof of Parking or an accepted Reserved Parking booking grants the right to access the Parking Facility and to park one Motor Vehicle.

4.2 The EANV Parking Facilities are open 24 hours per day.

4.3 The Dutch 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, apply in or on the Parking Facilities.

4.4 Should the Car Park User in any way abuse or make improper use of the entry pass issued to him or her, or attempt to bypass the electronic access, control or payment systems by any other means, or assist third parties in doing so, EANV is entitled to deny the Car Park User access to the Car Parking Facility with immediate effect. Said denial of access shall be communicated by or on behalf of EANV in writing and shall also simultaneously entail the blocking of the entry (pass). In such instance, the Car Park User with a subscription shall have no right to a refund of the subscription sum relating to the remaining subscription period and the denial of access shall not relieve him or her of payment obligations relating to that period.

4.5 Only Motor Vehicles with a maximum length of 5.00 meters, a maximum width of 1.90 meters and a weight below 2500 kilograms shall be granted access to the Parking Facility; the height of these Motor Vehicles must not exceed the height indicated at the entrance to the Parking Facility.

4.6 EANV is entitled to refuse any Motor Vehicle accessing the Parking Facility if so deemed desirable by EANV with due observance of the principle of reasonableness and fairness. Reasons for such refusal shall include knowledge or suspicion on the part of EANV that a Motor Vehicle is carrying explosives or other hazardous substances, with the exception of motor fuel in the fuel tank of the Motor Vehicle designed for this purpose, or if EANV believes that, in view of its size and/or the weight or items it is carrying, the Motor Vehicle may cause damage to its surroundings in the broadest sense.

4.7 EANV is entitled to move vehicles and/or persons within the Parking Facility and/or remove, or arrange for the removal of, any vehicle from the Parking Facility, if so deemed necessary by EANV. The condition of a vehicle may constitute grounds for EANV to remove, or arrange for the removal of, this vehicle from the Parking Facility, without this resulting in any liability on the part of EANV. EANV shall observe the principle of reasonableness and due care when assessing the need to move and/or remove persons and/or vehicles.

- 4.8 Motor Vehicles that have been parked contrary to the applicable regulations may be removed by EANV at the risk and expense of the Car Park User at all times and taken out of the Parking Facility where necessary.
- 4.9 EANV is entitled to wheel clamp vehicles, if so deemed necessary by EANV. EANV shall observe the principle of reasonableness and due care when assessing the need to apply a wheel clamp.
- 4.10 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 4.1.1 of the Special Provisions for Reserved Parking of these Terms and Conditions.

## **Article 5 Instructions for use**

- 5.1 Whilst present within the Parking Facility, the Car Park User must behave in accordance with the provisions of the Dutch 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 bound by the Airport Regulations of Eindhoven Airport. The Car Park User is further bound by the general terms and conditions that apply to the use of Eindhoven Airport, as well as by any future amendments or new versions thereof, as soon as these take effect, except where these General Terms and Conditions explicitly depart from the aforesaid Regulations. The current versions of the general terms and conditions and Airport Regulations can be consulted via the Website at all times.
- 5.3 The Car Park User shall further be obliged to follow any instructions issued by EANV personnel to move the vehicle to the designated space or a space to be designated, and to behave in such a way that traffic in and/or around the Parking Facility is not obstructed and safety is not compromised.
- 5.4 A Motor Vehicle may not be parked in/at the Parking Facility for longer than 30 days consecutive days without the prior written permission of EANV, without a Reservation or after the Reservation Period has ended. Once the above-mentioned 30-day period ends, the Car Park User will be required to pay EANV the following:
- The Parking Fee for 30 days of parking;
  - The Parking Fee for each day or part day that the Motor Vehicle remains in the Parking Facility after the 30-day period ends; and
  - The Parking Fee for the Reservation Period, if the Motor Vehicle had been parked in the Parking Facility before the 30-day period started on the basis of a Reservation, without prejudice to the right of EANV to claim compensation for costs, damages and interest in addition to the Parking Fee.
- 5.5 A Motor Vehicle that has been parked in/at the Parking Facility for 30 consecutive days without the prior written permission of EANV, without a Reservation or after the Reservation Period has ended will be deemed to be an abandoned Motor Vehicle. EANV will be entitled to move and store an abandoned Motor Vehicle in the Parking Facility or elsewhere (this to be decided upon at the discretion of EANV) without further notice of default.
- 5.6 If EANV has the contact details of the Car Park User (provided when making a Reservation), EANV will make a reasonable effort to write to the Car Park User to request or order him or her to remove the abandoned Motor Vehicle (or have it removed) from the Parking Facility within

14 days of the date of the request or order. If it proves impossible to establish the address of the Car Park User, in spite of reasonable efforts to do so, it will be sufficient for EANV to place a clearly visible written request for removal under one of the windscreen wipers of the abandoned Motor Vehicle. If the Car Park User fails to collect the abandoned Motor Vehicle within 14 days of a request or demand of this nature, EANV will be permitted to sell or destroy the abandoned Motor Vehicle (this to be decided upon at the discretion of EANV) without further notice of default if the said Motor Vehicle has been parked in the Parking Facility more than 45 days and the full amount of the amount due from the Car Park User to EANV has not been paid in the meantime; the aforementioned will apply without prejudice to the provisions of Article 8 of these Conditions. In the event of the situation outlined above, EANV will only be obliged to pay the Car Park User the sales proceeds minus any Parking Fee due, any penalty and the costs incurred by EANV in connection with the removal and temporary storage of the Motor Vehicle. If the Parking Fee, any penalty and the above-mentioned costs incurred by EANV are higher than the proceeds of the Motor Vehicle, the Car Park User will be required to compensate EANV for all additional costs incurred.

## **Article 6     Restriction of use**

- 6.1 It is prohibited to:
- a. use the Parking Facility for any purpose other than the parking of Motor Vehicles;
  - b. offer, distribute, sell or hire out goods or services in or near the Parking Facility;
  - c. use the Parking Facility for practicing commercial activities without written consent of EANV;
  - d. advertise in or on the Parking Facility. In the event of any unauthorized advertisement messages, the costs of removal shall be recovered from the person responsible;
  - e. enter or access the Parking Facility with any type of trailer, including caravans;
  - f. smoke or start an open fire within the Parking Facility;
  - g. bring or store explosive, inflammable or otherwise hazardous and/or harmful substances in the Parking Facility, with the exception of motor fuel in the fuel tank of the Motor Vehicle designed for this purpose;
  - h. use the Parking Facility as a camping site;
  - i. leave waste in the Parking Facilities, with the exception of small items of waste, which must be placed in the bins provided for that purpose.
- 6.2 The engine of a Motor Vehicle may only be running insofar as this is necessary for the immediate entry to or exit from the Parking Facility or immediate parking of the Motor Vehicle.
- 6.3 The Car Park User must park his or her Motor Vehicle in/on the designated and authorised Car Parking Facilities and spaces. It is not permitted to park a Motor Vehicle in/on sites other than the designated and authorised Car Parking Facilities and/or in a space on which parking restrictions apply. Should the Car Park User park his or her Motor Vehicle improperly on EANV property, the Car Park User will be charged an additional fee to the value of €75,- plus the accumulated parking costs for the site or parking area in question. In addition, EANV is entitled to move or remove, or have moved or removed, at the expense and risk of the Car Park User, any vehicles that are parked improperly, without this giving rise to any liability for EANV.

## **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 EANV. The rates for the use of Parking Facilities

without a Reservation are stated at the entrance to the Parking Facilities. The rates for Reserved Parking are stated on the Website. EANV reserves the right to change these rates.

- 7.2 Following payment at a ticket machine, the Proof of Parking entitles and enables the Car Park User to remove the Motor Vehicle from the Parking Facility within the period until the time stated on the ticket machine. If the Car Park User fails to remove the Motor Vehicle from the Parking Facility within the aforesaid period, a new Parking Period commences in respect of which a new Parking Fee is payable. Following payment for the new period, the procedure described above is repeated.
- 7.3 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 EANV, has been present within the Parking Facility. A receipt issued by the PMS is not accepted as valid Proof of Parking.
- 7.4 It is prohibited to leave the Car Parking Facility in a Motor Vehicle without having paid for the use of the Car Parking Facility and / or without permission from EANV. Should this nonetheless occur, EANV shall impose penalty charges on the Car Park User equal to three times the applicable day tariff, with an additional charge to cover costs and damages, that is equal to €75,- as a minimum and €1000,- as a maximum, without prejudice to EANV's right to claim reimbursement of other damages actually incurred. The aforementioned penalty charge shall not prejudice EANV's right to claim the actual parking charges from the Car Park User, should these be higher than the penalty charge.
- If the debt is not paid at first request, a second demand shall be issued after two weeks, further stating that the Motor Vehicle in question shall be refused access to the Parking Facilities. The demand shall further state that, if the Motor Vehicle in question is detected within one of the Parking Facilities, Article 8.5 of these General Terms and Conditions shall be implemented.

## **Article 8 Liability**

- 8.1 The Parking Agreement entered into between the parties does not include surveillance. EANV 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 is able to demonstrate intent or gross negligence on the part of EANV.
- 8.2 In addition, EANV cannot be held liable for failures arising from the use of the Parking Facility or other services offered by or on behalf of EANV within the Parking Facility, unless the Car Park User is able to demonstrate intent or gross negligence on the part of EANV.
- 8.3 The Car Park User is liable for any damage caused by or as a result of using the Parking Facility. Any damage caused by the Car Park User to the Parking Facility or the PMS must be paid for there and then unless, in the opinion of EANV, the Car Park User is able to provide sufficient security for the successful recovery of costs from the Car Park User. A loss assessment carried out by or on behalf of EANV shall be decisive in calculating the loss amount. 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 by-laws and customs and/or the Parking Agreement entered into with the Car Park User, including these General Terms and Conditions, the Car Park User shall be obliged to pay EANV any loss or damage it has suffered or shall suffer in the future as a result of such failure. If EANV 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 EANV any costs it incurs to this end, both judicial and extrajudicial, unless the proceedings were instituted unjustly.

- 8.5 EANV is entitled to retain the Motor Vehicle at all times and to take appropriate measures for this purpose until all amounts payable by the Car Park User to EANV pursuant to the Parking Agreement or on any other grounds have been paid.
- 8.6 EANV cannot be held liable for any failures owing to circumstances outside the control of EANV, as a result of which EANV meeting its obligations arising from the Parking Agreement can no longer be reasonably required by the Car Park User. Such circumstances in any event include industrial action, fire, government measures, operational failures and breach of contract by third parties.

## **Article 9 Privacy provisions**

- 9.1 EANV processes personal data when performing the Parking Agreement, as well as for matters directly related thereto, such as complaints handling, customer service, parking space security and payment refunds.
- 9.2 When entering the Parking Facility, the Motor Vehicle license plate number is recorded in the PMS and printed on the exit ticket for the following purposes:
  - a. counteracting fraud: in the event of loss of the exit ticket, the recorded license plate number can be used to verify when the relevant Motor Vehicle entered the Parking Facility in order to calculate the corresponding parking rate;
  - b. access (control) and security: when exiting, the system checks whether the license plate number of the Motor Vehicle corresponds to that on the exit ticket.
- 9.3 If the Car Park User avails of the Reserved Parking service, EANV will process the Car Park User's personal data, in addition to the purposes described in Article 9.1, for the purposes described in Article 5 of the Special Provisions for Reserved Parking of these General Terms and Conditions.
- 9.4 If the Car Park User avails of the Easy Valet Eindhoven Airport service, EANV will process the Car Park User's data, in addition to the purposes described in Article 9.2, for the purposes described in Article 8 of the Special Provisions for Easy Valet Eindhoven Airport of these General Terms and Conditions.
- 9.5 EANV is the data controller for the processing of personal data for the performance of Parking Agreements and matters related thereto, such as complaint handling, customer service, parking lot security and refund of payments. The processing of personal data by or on behalf of EANV will take place with due observance of the legal requirements as laid down in the General Data Protection Regulation (Regulation (EU) 2016/679) and in accordance with EANV's Privacy Statement, available at [www.eindhovenairport.nl](http://www.eindhovenairport.nl).
- 9.6 If the Car Park User objects to EANV collecting this data, he can submit a notice of objection by sending an e-mail to [privacy@eindhovenairport.nl](mailto:privacy@eindhovenairport.nl). If the Car Park User wishes to change his data or remove it from the EANV files, he can make this known by using the same e-mail address.

## **Article 10 Subscriptions**

- 10.1 All other provisions of the General Terms and Conditions are fully applicable to the extent that these are not deviated from in this article.  
Separate subscriptions can be taken out per category (personnel, car rental companies and other categories to be designated).
- 10.2 The subscription for parking a Motor Vehicle is taken out according to the rate applicable at that time and for the duration of twelve (12) months.
- 10.3 The Car Park User with a subscription shall be informed by EANV at least four weeks in advance of any proposed increase in rates. If the Car Park User with a subscription does not wish to consent to an increase in rates, he may terminate the agreement in writing within two weeks of learning from EANV about the increase in rates, effective on the date when the increase in rates takes effect.
- 10.4 Both parties are entitled to cancel the subscription with due observance of a full calendar months' notice.

## **Article 11 Additional provisions**

- 11.1 EANV reserves the right to change these General Terms and Conditions. The most recent version of the General Terms and Conditions is published on the Website.
- 11.2 All written communications, including demands, arising from or relating to these General Terms and Conditions, must be sent to:  
**Eindhoven Airport N.V.**  
**Parkeermanagement**  
**Luchthavenweg 13**  
**5657 EA EINDHOVEN**  
**The Netherlands**  
**E-mail: [parkeren@eindhovenairport.nl](mailto:parkeren@eindhovenairport.nl)**

## **Article 12 Applicable law and competent court**

- 12.1 All Parking Agreements are governed exclusively by Dutch law.
- 12.2 Any relevant dispute arising between the parties shall be submitted exclusively to the competent court in the District of Oost-Brabant, the Netherlands.



## **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 The Parking Facility**

- 1.1 By making a Reserved Parking booking via the Website, stating the exact Reservation Period, the Car Park User can reserve a parking space in a designated area of EANV.
- 1.2 The Reserved Parking booking solely grants the right of parking a Motor Vehicle in the Parking Facility that corresponds to the relevant parking product, as specified on the Website. The Reserved Parking booking does, in any case, not grant the right to park in other Parking Facilities.
- 1.3 EANV reserves the right to refer Car Park Users with a Reservation for one of the Parking Facilities to one of the other Parking Facilities, for reasons of its own.

### **Article 2 Reservation, change and cancellation Reserved Parking bookings via Website**

- 2.1 The Car Park User can only book Reserved Parking by completing the booking form for the desired parking product via the Website.
- 2.2 Reserved Parking is subject to the booking terms as communicated on the Website.
- 2.3 The Reserved Parking booking is subject to availability of the number of parking spaces designated to the Reserved Parking product. If parking spaces are not (or no longer) available, EANV 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 information requested on the booking form on the Website for the purpose of making the Reservation. Once the Car Park User has made his or her selection, a full statement will be displayed along with a statement of the Parking Fee due. The Car Park User will subsequently be asked to visit the electronic payment facility to pay the Parking Fee due. When the Car Park User subsequently clicks on the button that definitively makes the payment, the Parking Agreement for the associated Reserved Parking product with EANV becomes effective, and the Car Park User is thus bound to EANV for the Reservation placed by him or her.
- 2.5 After having finalised the Reservation or booking, EANV shall confirm this by means of an booking confirmation by email to the email address submitted by the Car Park User. The Car Park User is responsible for supplying a correct and valid email address. EANV cannot be held responsible for non-delivery due to transmission failure. The confirmation serves as proof of the existence and details of the Parking Agreement.
- 2.6 The Car Park User can no later than 12 noon (CET) on the day before the start date of the Reservation Period change or cancel his Reservation via the link in the confirmation email as defined in article 2.5. that refers to a special login module. Subsequently, changes in or cancellations of a Reserved Parking booking can be made by means of the aforementioned login module.

- 2.7 In the event of changing or cancelling a Reserved Parking booking in accordance with the conditions set out in Article 2.6, Parking Fees shall be (partly) refunded or must be additionally paid.
- 2.8 Changing or cancellation of a Reserved Parking booking contrary to the conditions set out in Article 2.6 is not possible. In that case Car Park Users have no right to any refund or any other compensation.
- 2.9 Reserved Parking bookings not directly booked with EANV (on the Website), but made via/booked through third parties cannot be cancelled or changed. Articles 2.6 to 2.8 are not applicable on these bookings.
- 2.10 It is not permitted to make a Reserved Parking booking for commercial purposes. A Reserved Parking booking is not transferable for commercial purposes.
- 2.11 If the Car Park User bought cancellation insurance when booking Reserved Parking via the Website, he/she will be able - in derogation from Article 2.6 of the cancellation period specified - to cancel his/her Reservation up to the commencement date of the Reservation Period. If the Reserved Parking booking is cancelled in accordance with these Conditions, the Parking Fee paid by the Car Park User will be refunded to him or her, minus the price of the cancellation insurance.

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

- 3.1 Contrary to the provisions of Article 7.2 of the General Provisions of these Terms and Conditions, the Car Park User can pay the Parking Fee payable for the Reserved Parking booking by means of the offered payment methods, using the electronic payment facility on the Website. Approval of payment in that electronic payment facility represents 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 with (one of) the offered payment methods 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 EANV shall state any interim changes in the rates on the Website. An interim change made in the period after the Car Park User has finalised the booking and before the Reservation Period start date does not affect the parking charges for that booking.

### **Article 4 Parking**

- 4.1 In the event of Reserved Parking, a choice can be made between a number of access keys so that the Reservation is recognised when entering the Parking Facility, depending on the Parking Facility and/or the parking product. Car Park Users can only activate their Reserved Parking booking in the manner described in articles 4.1.1 and 4.1.2 below. Reserved Parking bookings are not activated if Car Park Users enter the Parking Facility in a different way.
- 4.1.1. License plate number: The license plate number is automatically recognised upon entry; an exit ticket with the license plate number is issued. The following text appears in the PMS display: "Please take card". Upon exiting the Parking Facility, the license plate number is automatically read. The Car Park User must present the exit ticket when leaving the Parking Facility. Provided

the Reservation Period corresponds to 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 at the payment terminals.

- 4.1.2. Access code: Provided the Car Park User selected this option during the booking process, EANV shall include an access code in the confirmation e-mail sent to the Car Park User. This code must

be entered in the entry pillar, after which the exit ticket with license plate number is presented. Subsequently, the same procedure applies as described in Article 4.1.1. If the Car Park User arrives before the Reservation Period, an exit ticket will not be issued automatically, but the access code will be the only means to enter.

- 4.1.3. If the Car Park User with a Reserved Parking booking enters the Parking Facility in a different way than mentioned in articles 4.1.1 and 4.1.2, for example by, in contrary to articles 4.1.1 and 4.1.2, acquiring a car park ticket at the entrance of the Parking Facility, the Reserved Parking booking is not activated and the car park ticket has to be paid at the payment terminals. The non-activated Reserved Parking booking will be refunded solely at the request of the Car Park User upon presentation of the paid car park ticket on which the registration number of the Motor Vehicle has been recorded.

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

*Entering earlier*

- a. If the Car Park User, who has made a Reserved Parking booking, enters the Parking Facility at an earlier date/time than the start date/time of the Reservation Period, he must pay an additional amount equal to the full, regular parking rate applicable at that time for that period up to the start of the Reservation Period. The amount charged on account of exceeding the Reservation Period must be paid by the Car Park User separately.

*Entering later*

- b. If the Car Park User, who has made a Reserved Parking booking, enters the Parking Facility at a later date/time than the start date/time of the Reservation Period, it does not affect the end date/time of the Reservation Period: the end date/time remains unchanged. The Car Park User is not entitled to a refund of any part of the Parking Fees paid.

*Exiting earlier*

- c. If the Car Park User, who has made a Reserved Parking booking, exits the Parking Facility at an earlier date/time than the end date/time of the Reservation Period, the Parking Period ends on the date/time at which the Car Park User physically leaves the Parking Facility with his Motor Vehicle. Exiting and entering again during the Parking Period is not possible: the first time that the Car Park User leaves the Car Park Facility, the Parking Period ends automatically. The Car Park User is not entitled to a refund of any part of the Parking Fees paid.

*Exiting later*

- d. If the Car Park User, who has made a Reserved Parking booking, exits the Parking Facility at a later date/time than the end date/time of the Reservation Period, he shall be charged an additional amount for the time exceeding the Reservation Period. The amount charged on account of exceeding the Reservation Period is the parking rate applicable at that time for the designated parking area and must be paid by the Car Park User separately.

#### *Entering earlier and exiting later*

- e. If the Car Park User, who has made a Reserved Parking booking, enters the Parking Facility at an earlier date/time than the start date/time of the Reservation Period and also exits the Parking Facility after the end date/time of the Reservation Period, the aforementioned Articles 4.2.a and 4.2.d apply. Both excess periods must be paid by the Car Park User in the way as described in Article 4.1.

### **Article 5 Personal data**

- 5.1 EANV processes personal data for the performance of Reserved Parking bookings and matters related thereto, such as complaint handling, customer service, parking lot security and refund of payments. The following data can be processed:
- The personal details entered by the Car Park User on the Website;
  - Name and address details, such as: first and last names, address (street name, house number, postcode, town/city), email address, telephone number, date of birth;
  - Vehicle information, such as: vehicle registration number, colour, model, vehicle type (National Vehicle and Driving License Registration Authority);
  - Financial information, such as: Last four digits of credit card used, payment ID, name of account holder, international bank account number (IBAN), bank identification code (BIC), VAT number;
  - Customer and transaction information, such as: reservation/booking number, company name, entry date and time, exit date and time, subscription type, employer;
  - Camera images.
- 5.2 In addition, EANV may use the data to analyse the Car Park User's surfing and clicking behaviour and transactions, and to compile customer profiles based on this information. EANV uses these profiles to perfect the range of products and services on the Website and to create special offers tailored to the Car Park User based on EANV's full range of products and services.
- 5.3 If the Car Park User objects to EANV collecting this data, he can submit a notice of objection by sending an e-mail To [privacy@eindhovenairport.nl](mailto:privacy@eindhovenairport.nl). If the Car Park User wishes to change his data or remove it from the EANV files, he can make this known by using the same e-mail address or, if it concerns the data referred to in Article 5.5, change or remove it himself.
- 5.4 The Car Park User can store his personal data in a database by means of a special login module on the Website, so there is no need to re-enter this data upon subsequent bookings.
- 5.5 The Car Park User can change the personal data entered on the Website and stored by himself by means of a special login module on the Website.
- 5.6 EANV uses the services of Ingenico Financial Solutions NV/SA (hereinafter: "Ingenico") for the processing of electronic payments and credit card transactions of Car Park User. Therefore, the personal data of the Car Park User needed to process the payment transactions can be made available by EANV to Ingenico. Ingenico shall process this data on behalf of EANV for the sole purpose of completing payment transactions. Ingenico shall not disclose this data to third parties other than the financial institutions linked to the method of payment that has been selected. The bank account statement of the Car Park User may state the name of Ingenico in connection with the above.

## **Article 6 Personal promotion codes**

EANV may provide Reserved Parking users with personal promotion codes. The use of promotion codes is strictly personal and solely intended for the purpose for which they were issued, viz., obtaining a non-recurrent discount for a Reserved Parking booking. In the event of misuse of the promotion codes, the discount awarded can be claimed back by EANV.

## **C – Special Provisions for Easy Valet Eindhoven Airport**

In addition to the General Provisions of these Terms and Conditions, Easy Valet Eindhoven Airport is subject to the provisions set out in this chapter C.

### **Article 1 Definitions**

- Booking period:** The period indicated in advance by the User in his Reservation during which the Motor Vehicle is parked by the User, which is the period from the parking start date (including this date) to the indicated parking end date (including this date).
- EVEA Car Park:** The closed-off car park in the immediate area of Eindhoven Airport in which EANV parks the User's Motor Vehicles.
- EVEA parking area:** Parking spaces for the purpose of Easy Valet Eindhoven Airport (which are marked with a sign reading 'Valet'), where the User is to park their Motor Vehicle for the benefit of putting it into custody of EANV, and where the Motor Vehicle will be waiting for the User upon their return.
- EVEA location:** The location at which the User is to hand in the key for the benefit of putting the Motor Vehicle in the custody of EANV, and where the key can also be collected. The opening and closing times of the EVEA location are similar to those of the Eindhoven Airport Terminal (Monday till Sunday 4:30 to 00:00 pm).
- Proof of Receipt:** The form that is signed by the User when the Motor Vehicle is handed in. When the Motor Vehicle is handed in, EANV will record the mileage and the condition of the Motor Vehicle.
- User:** The natural person who makes use of Easy Valet Eindhoven Airport.

### **Article 2 Proof of Receipt and return**

- 2.1 These General Terms and Conditions and Special Provisions for Easy Valet Eindhoven Airport apply to the Proof of Receipt.
- 2.2 When handing in the Motor Vehicle and the key at the EVEA location, the User has to sign the Proof of Receipt. EANV reserves the right to make a copy of the User's identity document. By signing the Proof of Receipt, the User agrees to EANV taking custody of the Motor Vehicle and the accompanying key.
- 2.3 The Motor Vehicle and the key will be returned to the User after upon showing their copy of the Proof of Receipt and, at EANV's first request, their identity document.

- 2.4 If the User is unable to show his copy of the Proof of Receipt or his identity document, EANV will not allow him to take the Motor Vehicle, and the Royal Marechaussee of Eindhoven Airport will draw up a report.
- 2.5 Unless it is open, the return flight stated in the Proof of Receipt will be the deciding factor in getting the Motor Vehicle ready. To that end, EANV will use the arrival details of Eindhoven Airport. EANV strives to have the Motor Vehicle ready for the User as much as possible in advance, but the User may have to wait for their Motor Vehicle upon their return. EANV is not liable for any damage to the Motor Vehicle that arises after it is handed in. In addition, EANV is not liable for any loss suffered by the User due to delays.
- 2.6 EANV reserves the right to refuse to hand over the Motor Vehicle if the User is obviously inebriated.

### **Article 3 Reservation, change and cancellation Reserved Parking bookings**

- 3.1 In the event the User wants to change the Reservation for Easy Valet Eindhoven Airport after the Booking Period has started and therefore the Motor Vehicle has to get ready earlier or later than stated in the Reservation, the User must submit the change at the EVEA location on the spot. In that case, the User will be charged the daily rate (per day) increased by a surcharge of €50. Changes in the Reservation may result in a longer wait in connection with EANV getting the Motor Vehicle ready unnecessarily.
- 3.2 The User can only book Easy Valet Eindhoven Airport by completing the booking form for the parking product via the Website.
- 3.3 The User must state the information requested on the booking form on the Website for the purpose of making the Reservation. Once the User has made his or her selection, a full statement will be displayed along with a statement of the Parking Fee due. The User will subsequently be asked to visit the electronic payment facility to pay the Parking Fee due. When the User subsequently clicks on the button that definitively makes the payment, the Parking Agreement for the associated Easy Valet Eindhoven Airport parking product with EANV becomes effective, and the User is thus bound to EANV for the Reservation placed by him or her.
- 3.4 After having finalised the Reservation or booking, EANV shall confirm this by means of an booking confirmation by email to the email address submitted by the User. The User is responsible for supplying a correct and valid email address. EANV cannot be held responsible for non-delivery due to transmission failure. The confirmation serves as proof of the existence and details of the Parking Agreement.
- 3.5 The Car Park User can no later than 12 noon (CET) on the day before the start date of the Reservation Period change or cancel his Easy Valet Eindhoven Airport booking via the link in the confirmation email.
- 3.6 In the event of changing or cancelling an Easy Valet Eindhoven Airport booking in accordance with the conditions set out in Article 3.5, Parking Fees shall be (partly) refunded or must be additionally paid.

- 3.7 Changing or cancellation of an Easy Valet Eindhoven Airport booking contrary to conditions set out in Article 3.5 is not possible. In that case Car Park Users have no right to any refund or any other compensation.
- 3.8 Easy Valet Eindhoven Airport bookings not directly booked with EANV (on the Website), but made via/booked through third parties cannot be cancelled or changed. Articles 3.5 to 3.7 are not applicable on these bookings.
- 3.9 It is not permitted to make an Easy Valet Eindhoven Airport booking for commercial purposes. A Reserved Parking booking is not transferable for commercial purposes.

#### **Article 4 Access; instructions for use**

- 4.1 EANV is entitled to refuse any Motor Vehicle access to the EVEA Car Park if EANV deems this desirable, with due observance of the principles of reasonableness and fairness. The reasons for such refusal include knowledge or suspicion on the part of EANV that a Motor Vehicle is carrying explosives or other hazardous substances (with the exception of motor fuel in the fuel tank), or 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.
- 4.2 If necessary in EANV's reasonable opinion, EANV may remove or arrange for the removal of Motor Vehicles from the EVEA Car Park, without this resulting in any liability on the part of EANV. The state of a Motor Vehicle may be a reason for EANV to remove or arrange for the removal of that Motor Vehicle.
- 4.3 If a Motor Vehicle has been parked in the EVEA Car Park for more than 90 days after the Reservation Period and, despite a written request or demand by EANV, the User refuses or – for whatever reason – is unable to remove that Motor Vehicle, EANV is entitled to remove or arrange for the removal of the Motor Vehicle from the EVEA Car Park within 14 days of the request or demand and to store it elsewhere. All the costs incurred in doing this will be recovered from the User.

#### **Article 5 Rates/surcharges and payment**

- 5.1 The rates and any surcharges applied by Easy Valet Eindhoven Airport are listed on the Website. The minimum rate for Valet Eindhoven Airport is the rate for five (5) days.
- 5.2 Payment takes place in advance during the booking process for the Reservation via the Website. Any surcharges may be paid on the spot (EVEA location) by card payment.

#### **Article 6 Complaints**

The User can submit complaints about the custody of the Motor Vehicle at the EVEA location for up to 15 minutes after the Motor Vehicle is returned, provided that the User has not moved the Motor Vehicle from the location at which EANV returned the Motor Vehicle to the User. EANV will cease to have any liability for the Motor Vehicle 15 minutes after the Motor Vehicle is returned or once the User has signed the receipt form for his or her Motor Vehicle.



## **Article 7 Responsibilities of the User**

- 7.1 The User is responsible for ensuring that all equipment (electronic equipment) is switched off. The User agrees to EANV employees making use of the equipment insofar as this is required for relocating the Motor Vehicle, as well as to those employees making changes that are required for the safe use of the Motor Vehicle, for example to the position of the chair and the mirror. If the User's Motor Vehicle does not start, EANV will take no measures to cause the Motor Vehicle to start, unless the User has provided prior written permission.
- 7.2 The User declares that there are no items in the Motor Vehicle, such as weapons, drugs, stolen items and animals. If EANV finds items in the Motor Vehicle that are forbidden or potentially dangerous, EANV will report this to the police.
- 7.3 For use of the EVEA location, the User will be asked to provide their name at the gate, and the registration number of their Motor Vehicle will have to correspond with the registration number stated in the Reservation.

## **Article 8 Liability**

- 8.1 To the extent permitted by law, EANV excludes all liability towards the User, except liability for a direct pecuniary loss suffered by the User due to willful misconduct or a serious breach of contract on the part of EANV. Pecuniary loss does not include any form of consequential loss. EANV's liability is in any case limited to a maximum sum of EUR 450,000 per event.
- 8.2 Leaving personal property in the Motor Vehicle is done at the User's own risk.
- 8.3 EANV is entitled to retain the Motor Vehicle at all times and to take appropriate measures for this purpose until all amounts payable by the User to EANV pursuant to this Proof of Receipt or on any other grounds have been paid.
- 8.4 A failure on the part of EANV cannot be attributed to it if it is due to force majeure. Such circumstances shall at least include work strikes, fire, government measures, service breakdowns or failures by third parties.
- 8.5 EANV will under no circumstances be liable if items as referred to in Article 7.2 are found in the Motor Vehicle. In such case, the User will compensate EANV in full.

## **Article 9 Personal data**

- 9.1 EANV processes personal data for the performance of Reserved Parking bookings and matters related thereto, such as complaint handling, customer service, parking lot security and refund of payments. The following data can be processed:
  - The personal details entered by the User on the Website;
  - Name and address details, such as: first and last names, address (street name, house number, postcode, town/city), email address, telephone number, date of birth;
  - Flight information, such as: arrival date and arrival time, departure date and departure time, flight number(s);
  - Vehicle information, such as: vehicle registration number, colour, model, vehicle type (National Vehicle and Driving License Registration Authority);

- Financial information, such as: Last four digits of credit card used, payment ID, name of account holder, international bank account number (IBAN), bank identification code (BIC), VAT number;
- Customer and transaction information, such as: reservation/booking number, company name, entry date and time, exit date and time, subscription type, employer;
- Camera images.

9.2 In addition, EANV may use the data to analyse the User's surfing and clicking behaviour and transactions, and to compile customer profiles based on this information. EANV uses these profiles to perfect the range of products and services on the Website and to create special offers tailored to the User based on EANV's full range of products and services.

9.3 If the User objects to the collection and analysis of their data, they can indicate this by sending an email to [privacy@eindhovenairport.nl](mailto:privacy@eindhovenairport.nl). The User may also use this email address if they should wish to remove their data from EANV's files, or to make the required changes if it concerns the details referred to in Article 9.5.

9.4 The User can store their personal data in a database using a special login module on the Website, so there is no need to re-enter this data when making subsequent bookings.

9.5 The User can change the personal data entered on the Website and stored by himself by means of a special login module on the Website.

9.6 EANV uses the services of Ingenico Financial Solutions NV/SA (hereinafter: "Ingenico") for the processing of electronic payments and credit card transactions of User. Therefore, the personal data of the User needed to process the payment transactions can be made available by EANV to Ingenico. Ingenico shall process this data on behalf of EANV for the sole purpose of completing payment transactions. Ingenico shall not disclose this data to third parties other than the financial institutions linked to the method of payment that has been selected. The bank account statement of the User may state the name of Ingenico in connection with the above.

## **Article 10 Final provisions**

10.1 Changes in the Proof of Receipt may only be agreed upon between parties in writing.

10.2 These Special Provisions for Easy Valet Eindhoven Airport are subject to the rules of Book 7, Title 9 of the Dutch Civil Code, insofar as these Terms and Conditions and/or the Proof of Receipt do not derogate from it.

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