GENERAL TERMS AND CONDITIONS
applicable to One-Off Parking Agreements
Version 2018-1
A. General provisions

Article 1 Definitions

One-Off Parking Agreement: A parking agreement that is concluded subject to the conditions described in Article 2.3 of these Terms and Conditions.

Electric Charging: The means of charging an electric Motor Vehicle using one of the charging points available in the Parking Facilities.

Reserved Parking: The following RTHA parking products that can be booked on the Website prior to parking: P1+P3 Car Park, P2 Car Park, P6 Car Park and P10 Car Park. The upgrades of the above parking products offered on the Website also fall under reserved parking.

Motor Vehicle: A motor vehicle as described in the Dutch Road Traffic Act 1994

Parking Facility: (Underground) car park 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 RTHA 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.

Parking Period: The period during which the Motor Vehicle is physically parked in the Parking Facility, which is the period from the parking start date (including this date) to the actual parking end date (including this date).

PMS (Parking Management System): System consisting of hardware and software used for entry control, payment transactions, exit control and the provision of management information in relation to the Parking Facility.

P1+P3 Car Park: The parking product for parking on RTHA's P1 or P3 Car Park.

P2 Car Park: The parking product for parking on RTHA's P2 Car Park.

P6 Car Park: The parking product for parking on RTHA's P6 Car Park.

P10 Car Park: The parking product for parking on RTHA's P10 Car Park for a period of more than three days.

Reservation period: The period indicated by the Car Park User in his Reserved Parking booking in advance 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 indicated parking end date (including this date).
Rotterdam The Hague Airport

**Article 2  Applicability of the terms and conditions**

2.1 These Terms and Conditions apply as of 1 July 2018 and replace all previous terms and conditions relating to the RTHA Parking Facilities.

2.2 Access to the Parking Facilities will only be granted in accordance with these Terms and Conditions, which form part of each One-Off Parking Agreement concluded between the Car Park User and RTHA.

2.3 These Terms and Conditions exclusively apply to One-Off Parking Agreements. One-Off Parking Agreements are concluded:

- by acquiring a car park ticket at the entrance of the Parking Facility
- 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

The terms and conditions in relation to other parking agreements will be provided on conclusion of the agreement.

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 will remain in force to the fullest possible extent, in so far as this is in keeping with the purpose and purport of these Terms and Conditions. Any null and void provision will be replaced with a valid provision in line with 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 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’s presence within the Parking Facility with the Motor Vehicle will be the decisive factor;
- b. in the event 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 will 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 RTHA.

3.3 A random space within the Parking Facility will be made available to the Car Park User, unless the Car Park User and RTHA 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 parking facilities if an Electric Charging parking space is available. It is therefore not possible to reserve a parking space for Electric Charging. Since RTHA 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. The Car Park User is required to hold an RFID charging card for the purpose of electrical charging.

3.5 Instructions for use have been placed on the charging point itself. The Car Park User must follow these Electric Charging instructions carefully. Under no circumstances will RTHA ever be liable for any damage resulting from use of the charging point.

**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. RTHA reserves the right to refer you to another accommodation if no spaces are available. In such case, RTHA will compensate users for the difference in parking rates.

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

4.3 Only Motor Vehicles with a maximum length of 5.00 metres, a maximum breadth of 1.90 meters and a weight of less than 2500 kilograms are granted access to the Parking Facility. The maximum height of these Motor Vehicles may not exceed the height indicated at the Parking Facility entrance.

4.4 RTHA is entitled to refuse access to the Parking Facility to the Car Park User/Motor Vehicle if such is deemed appropriate by RTHA, with due observance of the principle of reasonableness and fairness. The reasons for such refusal include knowledge or suspicion on the part of RTHA 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 RTHA 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 RTHA 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 RTHA. The condition of a vehicle may constitute grounds for RTHA to remove, or arrange for the removal of, this vehicle from the Parking Facility, without resulting in any liability on the part of RTHA. RTHA must observe the principle of reasonableness and due care when assessing the need to move and/or remove persons and/or vehicles.

4.6 Motor Vehicles that have been parked contrary to the applicable regulations may be removed by RTHA at any time at the expense and risk of the Car Park User and be placed outside the Parking Facility if necessary.

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 While present in 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 Dutch Traffic Rules and Signs Regulations (Reglement Verkeersregels en Verkeerstekens) and corresponding appendices, as well as further rules imposed pursuant to the aforesaid regulations.

5.2 The Car Park User is bound by the Rotterdam The Hague Airport General Airport Regulations (Algemeen Luchthavenreglement Rotterdam The Hague Airport) and the Rotterdam The Hague Airport Supplementary Airport Regulations (Aanvullend Luchthavenreglement Rotterdam The Hague Airport).
5.3 The Car Park User will further be obliged to follow any instructions issued by RTHA 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 Without the prior written permission of RTHA, Motor Vehicles may not be parked in the Parking Facility for longer than 90 consecutive days. If this period is exceeded, the Car Park User will 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 RTHA 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 RTHA, refuses or is unable, for any reason whatsoever, to remove that vehicle, RTHA will be entitled to remove, or arrange for the removal of, the vehicle from the Parking Facility within 14 days of the request or demand and to store the vehicle in question at another location. If, despite reasonable effort, it is not possible to obtain the address of the Car Park User, a clearly visible written request for removal placed underneath the windscreen wiper of the vehicle will suffice. If the Car Park User fails to collect the vehicle within three (3) months of the request or demand, RTHA is entitled to sell or destroy the vehicle. In that case, RTHA 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 RTHA in connection with the removal and temporary storage of the vehicle. If the Parking Fee due, any fines and the aforesaid costs incurred by RTHA exceed the proceeds from the sale of the vehicle, the Car Park User must pay RTHA the difference.

Article 6   Restrictions on 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. advertise in or on the Parking Facility. In the event of any unauthorised advertisements, the costs of removal will be recovered from the party responsible.
   d. enter or access the Parking Facility with any type of trailer, including caravans;
   e. 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.

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 RTHA. The rates are stated at the entrance to the parking facilities and on the RTHA Website. The Reserved Parking rates may differ from the parking rates if no reservation has been made. RTHA 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 a period starting from the time of payment. For the P1+P3 Car Park and P10 Car Park, this period is sixty (60) minutes, for the P1a Car Park it is twenty (20) minutes, for the P2 Car Park it is ten (10) minutes and for the P6 Car Park it is fifteen (15) minutes. 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 as described above is repeated. Apart from payment at a pay machine, it is also possible to pay with a credit card on exiting.
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 RTHA, 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 remove a Motor Vehicle from the Parking Facility without paying for the use of the Parking Facility or without the permission of RTHA. In that case, RTHA will submit a written demand to the Car Park User in respect of the Parking Fee due. If the debt is not paid at first request, a second demand will be issued after two weeks, further stating that the Motor Vehicle in question will be refused access to the Parking Facilities. The demand will further state that, if the Motor Vehicle in question is detected within one of the Parking Facilities, Article 5.5 of these Terms and Conditions will be implemented. If, despite reasonable efforts, it proves impossible to obtain the owner’s name and address, implementing the provisions of Article 5.5 of these Terms and Conditions will suffice.

Article 8   Liability

8.1 Other than the video surveillance, the One-Off Parking Agreement entered into between the parties does not include permanent surveillance. RTHA 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 RTHA.

8.2 In addition, RTHA cannot be held liable for failures arising from the use of the Parking Facility or other services offered by or on behalf of RTHA within the Parking Facility, unless the Car Park User is able to demonstrate intent or gross negligence on the part of RTHA.

8.3 The Car Park User is liable for any damage caused by or as a result of using the Parking Facility. Any damage to the Parking Facility or the PMS caused by the Car Park User must be paid for there and then unless, in the opinion of RTHA, the Car Park User is able to provide sufficient security for the successful recovery of costs from the Car Park User. The assessment of RTHA or an RTHA-appointed expert will be decisive in assessing the amount of the claim. The costs of this loss assessment will 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 bye-laws and customs and/or the One-Off Parking Agreement entered into with the Car Park User, including these Terms and Conditions, the Car Park User will be obliged to pay RTHA any loss or damage it has suffered or will suffer in the future as a result of such failure. If RTHA 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 will be obliged to reimburse RTHA any costs it incurs to this end, both judicial and extrajudicial, unless the proceedings were instituted unjustly.

8.5 RTHA 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 RTHA pursuant to the One-Off Parking Agreement or on any other grounds have been paid.

8.6 RTHA cannot be held liable for any failures owing to circumstances outside the control of RTHA, as a result of which RTHA meeting its obligations arising from the One-Off Parking Agreement can no longer be reasonably required by the Car Park User. Such circumstances at least include industrial action, fire, government measures, service breakdowns or failures by third parties.
Article 9  Privacy provisions

9.1 When entering the Parking Facility, the Motor Vehicle registration 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 registration number can be used to verify when the relevant Motor Vehicle entered the Parking Facility in order to calculate the corresponding parking rate;

   b. security: when exiting, the system checks whether the registration number of the Motor Vehicle corresponds to that on the exit ticket.

9.2 If the Car Park User uses the Reserved Parking service, RTHA, in addition to the purposes referred to in subparagraph 9.1, processes the personal data of the Car Park User for the purposes described in Article 5 of the Special Provisions of these Terms and Conditions.

Article 10  Other provisions

10.1 RTHA reserves the right to amend these Terms and Conditions. The most up-to-date Terms and Conditions will be published on the Website.

10.2 All written notices, including summons, arising from or relating to these Terms and Conditions, must be sent to:

   Rotterdam The Hague Airport B.V.
   Afdeling Parkeerbeheer
   Postbus 12025
   3004 GA Rotterdam

Article 11  Applicable law and competent court

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

11.2 Any disputes arising between the parties in this regard will be submitted exclusively to the competent court in the District of Rotterdam.
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 Reserved Parking booking via the Website, stating the exact Reservation Period, the Car Park User can reserve a parking place within the framework of one of the RTHA parking products: P1+P3 Car Park, P1a Car Park, P2 Car Park, P6 Car Park and P10 Car Park.

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 not in any case grant the right to park in other Parking Facilities. RTHA 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, changes 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 For Reserved Parking, the minimum booking period is 24 hours before departure, for a duration of at least one day.

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, RTHA will not accept the booking and will 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 Reservation 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 if they wish 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 RTHA is concluded and the Car Park User will be subject to the reservation they made vis-à-vis RTHA.

2.5 After having finalised the reservation or booking, RTHA will confirm this by means of an e-mail message sent to the e-mail 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 can at all times change or cancel his reservation up to twenty-four (24) hours before the start of the Parking Period, using a special login module in the ‘My reservation’ environment on the Website. Changing or cancelling a reservation for Reserved Parking is subject to the following terms:

2.7 In the event of cancellation of a Reserved Parking booking in accordance with the conditions set out in Article 2.6, the Parking Fee will be refunded to the Car Park User, following deduction of the cancellation charges, if applicable, by crediting his credit card/bank account. Unless stated otherwise, the cancellation charges amount to € 5.00 per booking. In the event of an amendment 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 cancellation or change of a Reserved Parking booking contrary to the conditions set out in Article 2.6, no Parking Fees will be refunded.
2.9 In the event that, for whatever reason, RTHA is forced to refer the Car Park User to another Parking Facility despite Reserved Parking, RTHA will 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, RTHA will refund the excess paid by the Car Park User. RTHA will never refund other costs, such as costs of delay.

**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 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 with a credit card or Ideal is refused by the electronic payment facility, the booking cannot be finalised. The Car Park User will 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 will be notified thereof either immediately or shortly after the attempted booking.

3.4 The Reserved Parking rates are determined by factors including the occupancy rate and the period, and may therefore fluctuate. The current rate is stated on the Website after the Parking Period and parking time are 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 barcode and they are explained in further detail in this article. In all cases, no ticket needs to be taken using the ticket button. The reservation will be recognised on the basis of the entry key after which the exit ticket is presented automatically and/or the barrier opened (in the event of a credit card or barcode as entry key).

4.1.1. Credit card: Both when entering and exiting the Parking Facility, the Car Park User must insert the credit card used to make the payment in the appropriate slot of 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 and Reservation ID is presented. The following text appears in the display: ‘your reservation has been recognised’. 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 through the pay machines and/or make the additional payment by presenting his credit card when exiting, after having entered the exit ticket.

4.1.3. Barcode: Both when entering and exiting the Parking Facility, the Car Park User must scan the barcode printed in the confirmation at the entrance and exit. The details and payment will be checked. If the details are correct and the payment has been made, the barrier will be raised. If this is not the case, the Car Park User can pay for the excess period at the information desk. The Car Park User will be given a new exit ticket.
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. Using the reservation to enter the Parking Facility earlier is not possible. The reservation will not be recognised.

**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. Nor is the Car Park User 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 will be charged the additional amounts for the time that he exceeds the Reservation Period. 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.

The additional amount per additional day or part of a day will be calculated on the basis of the applicable regular entry rate of the relevant Parking Facility.

**Article 5 Personal data**

5.1 RTHA will process the personal data entered by the Car Park User on the personal data page of the Website and data relating to his surfing and clicking behaviour and transactions via the Website. The processing and use thereof is described in the privacy and cookie statement. RTHA complies with the statutory regulations laid down in the General Data Protection Regulation (GDPR).

5.2 The Car Park User's data is saved in a customer file and is used to finalise the Reserved Parking booking, including payment and customer service. RTHA also uses the data to analyse the Car Park User's surfing and clicking behaviour and transactions and to compile customer profiles based on this information. The processing and use thereof is described in the privacy and cookie statement. These profiles are used by RTHA to perfect the range of products and services on the Website and to create special offers tailored to the Car Park User based on RTHA's full range of products and services.

5.3 If the Car Park User objects to the collection and analysis of his data for the benefit of tailored offers from RTHA, he can indicate this by sending an email to parking@RTHA.com. The Car Park User may also use this email address if they should wish to remove their data from RTHA's files, or make the required changes themselves.

5.4 RTHA has outsourced the processing of transactions made by credit card and iDEAL to Worldpay. RTHA may therefore make the personal data of the Car Park Users needed to process the credit card transactions available to Worldpay. Worldpay, in its capacity as processor, will process this data on behalf of RTHA for the sole purpose of completing credit card transactions. Worldpay will not disclose this data to third parties other than the financial institutions linked to the method of payment that has been selected. Worldpay's privacy
statement can be consulted at www.worldpay.com. The Car Park User’s bank account or credit card statement may state the name of Worldpay in connection with the above.

**Article 6  Personal promotion codes**

6.1 RTHA 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 code, the discount awarded can be claimed back by RTHA.