GENERAL TERMS AND CONDITIONS
applicable to Valet Parking
Version 2018-1
A. General provisions

Article 1  Definitions

**Valet Parking Service (VPS):** The valet service offered by RTHA, which involves the car being dropped off and collected at P2 and being parked in the available car parks of RTHA for the duration of the journey, the specific provisions for which are contained in Article 9 of these General Terms and Conditions.

**Reservation:** Complete reservation assignment given to RTHA via the Website, which is confirmed through the issue of a reservation number. When making the Reservation, the User agrees to these General Terms and Conditions.

**User:** The natural person who makes use of VPS.

**RTHA:** Rotterdam The Hague Airport, established at Rotterdam Airportplein 60 at 3045 AP Rotterdam.

**VPS Parking Space:** Parking spaces located in front of the departure lounge (which are marked with a sign reading 'Reserved Valet Parking'), where the User is to park their Motor Vehicle for the benefit of putting it into the custody of RTHA, and where the Motor Vehicle will be waiting for the User upon their return.

**VPS desk:** The desk in the terminal at which the User is to hand in the key for the benefit of putting the Motor Vehicle in the custody of RTHA, and where the key can also be collected. The VPS desk is closed from 00:00 to 05:00 and, if there are no reservations, for that part of the day. In such case, VPS can always be reached at: 010-4463455.

**Proof of Receipt:** The form that is signed by the User when the Motor Vehicle is handed in.

**Website:** The internet website managed by RTHA, with website address www.rotterdamthehagueairport.nl/valet-parking/.

**Motor Vehicle:** A motor vehicle as described in the Dutch Road Traffic Act 1994 (Wegenverkeerswet 1994).

**Booking period:** Period in which a Reservation can be made within the framework of a special offer.

Article 2  Proof of Receipt and Return

2.1 These Terms and Conditions apply to the Proof of Receipt.

2.2 When handing in the Motor Vehicle and the key to the VPS Desk, the User has to sign the Proof of Receipt. By signing the Proof of Receipt, the User agrees to RTHA taking custody of the Motor Vehicle and the accompanying key.

2.3 The Motor Vehicle and the key will be returned to the User upon showing his copy of the Proof of Receipt and, at RTHA's first request, his identity document.
2.4 If the User is unable to show his Proof of Receipt or his identity document, RTHA will not release the Motor Vehicle.

2.5 Unless it is an open flight, the return flight stated in the Proof of Receipt will be the deciding factor in getting the Motor Vehicle ready. To that end, RTHA will use the arrival details of Rotterdam The Hague Airport. RTHA strives to have the Motor Vehicle ready for the User as much as possible in advance, but the User may have to wait for his Motor Vehicle upon his return. RTHA is not liable for any damage to the Motor Vehicle that arises after it is handed in. In addition, RTHA is not liable for any loss suffered by the User due to delays.

2.6 In the event of an open return flight or a change in the return flight, at least 24 hours in advance the User must submit an amended request to get the Motor Vehicle ready via the Website. Requests to get the Motor Vehicle ready that are submitted within 24 hours before arrival must be submitted over the telephone, at telephone number +31(0) 6 26749515. During this call, the User must provide his name and reservation number at RTHA's first request.

2.7 Changes made within 24 hours before arrival may result in a longer wait and possible additional costs (in connection with RTHA getting the Motor Vehicle ready unnecessarily and other operational costs).

2.8 RTHA will only allow someone other than the User to take the Motor Vehicle and/or the key with the prior written permission of the User, or upon receipt of a court order for surrender.

2.9 RTHA reserves the right to refuse to hand over the Motor Vehicle if the User is apparently inebriated.

Article 3 Access; instructions for use

3.1 RTHA is entitled to refuse any Motor Vehicle access to the VPS Parking Space if RTHA 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 RTHA 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.

3.2 If necessary in RTHA's reasonable opinion, RTHA may remove or arrange for the removal of Motor Vehicles from the VPS Parking Space, without this resulting in any liability on the part of RTHA. The state of a Motor Vehicle may be a reason for RTHA to remove or arrange for the removal of that Motor Vehicle.

3.3 Without the prior written permission of RTHA, Motor Vehicles may not be parked on the VPS Parking Space for longer than 90 consecutive days.

3.4 If a Motor Vehicle has been parked on the VPS Parking Space for more than 90 days and, despite a written request or demand by RTHA, the User refuses or – for whatever reason – is unable to remove that Motor Vehicle, RTHA is entitled to remove or arrange for the removal of the Motor Vehicle from the VPS Parking Space 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 4 Rates/surcharges

4.1 The rates, rate components and any surcharges for VPS are listed on the Website. The minimum rate for Valet Parking Service is the rate for two days.

4.2 If the User abuses the VPS Parking Space by using them without having a confirmed Reservation, RTHA will have the right to put a wheel clamp on the Motor Vehicle and/or have the Motor Vehicle towed, and to recover the costs involved in doing so from the User, which costs will consist of the relevant rate applied by VPS, the costs of the wheel clamp, the costs of having the Motor Vehicle towed and administrative charges.
RTHA reserves the right to refuse a Reservation if RTHA knows or suspects that the User or the Motor Vehicle was previously involved in abuse.

4.3 The rates for VPS 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.

4.4 If, after arriving to the P2 Car Park, the User does not hand over his keys to the VPS host and does not sign the Proof of Receipt, RTHA will be forced to charge the rate that applies for parking on the P2 Car Park.

Article 5 Complaints

5.1 The User can submit complaints about the custody of the Motor Vehicle to the VPS Desk 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 RTHA returned the Motor Vehicle to the User. After the 15-minute time frame, any liability on the part of RTHA with regard to the Motor Vehicle will lapse.

Article 6 Responsibilities of the User

6.1 The User is responsible for ensuring that all equipment (electronic equipment) is switched off. The User agrees to RTHA 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, RTHA will take no measures to cause the Motor Vehicle to start, unless the User has provided prior written permission.

6.2 The User declares that there are no items in the Motor Vehicle such as weapons, drugs, stolen items and animals. If RTHA finds items in the Motor Vehicle that are forbidden or potentially dangerous, RTHA will report this to the police.

Article 7 Liability

7.1 To the extent permitted by law, RTHA excludes all liability towards the User, except liability for a direct pecuniary loss suffered by the User due to wilful misconduct or a serious breach of contract on the part of RTHA. Pecuniary loss does not include any form of consequential loss. RTHA's liability is limited and depends on the event.

7.2 Leaving personal property in the Motor Vehicle is done at the User's own risk.

7.3 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 User to RTHA pursuant to the Proof of Receipt or on any other grounds have been paid.

7.4 A failure on the part of RTHA cannot be attributed to it if it is due to force majeure. Such circumstances will at least include work strikes, fire, government measures, service breakdowns or failures by third parties.

7.5 RTHA will under no circumstances be liable if items as referred to in Article 6.2 are found in the Motor Vehicle. In such case, the User will compensate RTHA in full.
Article 8  Conditions for use of personal data

8.1 RTHA will process the personal data entered by the User on the personal data page of the Website, the registration number 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).

8.2 The User's data is saved in a customer file and is used to finalise the booking, including payment and customer service. In addition, RTHA uses the data to analyse the User's surfing and clicking behaviour and transactions, and to compile customer profiles based on this information. RTHA uses these profiles to perfect the range of products and services offered on the Website and to create special offers tailored to the User based on RTHA's full range of products and services.

8.3 If the 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 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.

8.4 The User can edit the stored personal data at any time by using this special login module under the 'my reservation' option on the Website.

8.5 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 9  Concluding provision

9.1 These conditions are governed by Dutch law.

9.2 Any disputes that may arise in connection with this agreement will be resolved by the competent court of Rotterdam, unless the parties agree otherwise in writing.

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

9.4 These Terms and Conditions 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.

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