

A. GENERAL TERMS AND CONDITIONS

A.1. Rules applicable to all our services

1. Definitions – 1.1. “We” means Interparking S.A., a public limited company under Belgian law, whose registered office is at 1000 Brussels, rue Brederode, 9, registered at the BCE under the number 0403.459.919 as well as its Belgian subsidiaries. **Operation department:** Tel: 02/549.58.11. Fax: 02/503.09.04. E-mail: info@interparking.com. **1.2.** “You” or the “Customer” means both the buyer of the parking service as well as the one who benefits from it. **1.3.** “Car Park” means the establishment which contains the parking spaces and ancillary areas which we operate under the name *Interparking* in Belgium, directly or via our Belgian subsidiaries. **1.4.** ‘Site’ means the website www.interparking.be. **1.5.** The parking contract you conclude with us is either ‘Rotation’, i.e., a one-time service, ‘Subscription’, i.e., recurrent services, or ‘Reservation’, i.e., reserved beforehand.

2. Scope of the parking contract – The service we provide you with is limited solely to providing an unspecified parking space. **Not being a custodian, we do not assume any obligation to guard or monitor and cannot be held liable for any act by third parties**, unless you have opted for the parking service “P Lock” (referred to in section B.1) or “P1 VIP” (referred to in section B.2).

3. Liability – We cannot accept any liability of any kind or on any grounds for any losses you may suffer as the result in particular of accidents, thefts or damages which may occur within the Car Park, except in cases of fraud.

4. Privacy – We collect certain personal data. If you wish to obtain more information regarding the collection, use and protection of your personal data, you can consult the Interparking’s [cookie notice](#) and [privacy notice](#) on our Site.

5. Complaints – Should you wish to obtain any further details or information or make a complaint, you can do so via our website at “Contact Us” by e-mail (info@interparking.com) or by writing to the address below: Interparking S.A., Customer services, rue Brederode 9, 1000 Brussels. We will consider any request or complaint carefully and reply within 15 days.

6. Works – We reserve the right to carry out works in the Car Park, or have them performed, without being liable to any indemnity.

7. Occupation with due care – You must take care not to cause any annoyance, nuisance or any kind of disturbance to neighbours in adjacent buildings and to other Car Park users.

8. Nullity – Should any of these terms and conditions be held null and void, the parties will negotiate in good faith to agree one or more terms and conditions replacing them.

9. Amendments to the general terms and conditions – Interparking may amend these general terms and conditions at any time; such amendments will take effect immediately, unless they are unfavourable to the Customer in which case they will take effect one month from when they are notified to the Customer by any appropriate means. Should the Customer not accept them, he may rescind the contract free of charge by writing to Interparking by registered post within that time. Failing this, the Customer is deemed to have accepted the new general terms and conditions.

10. Governing law – The parking contract is governed by Belgian law. Any disputes must be referred to the courts and tribunals of the judicial district of Brussels exclusively.

A.2. Rules applicable to ‘Rotation’ service

1. Scope – ‘Rotation’ terms and conditions apply to the ‘Rotation’ service as opposed to the ‘Subscription’ service.

2. Term of ‘Rotation’ service – 2.1. The ‘Rotation’ service contract is concluded as of when (i) you take the ticket at the Car Park entrance terminal or (ii) you present your PCard+ card (the “Card”) at the entrance barrier to let your car in. The ticket or Card is the valid proof required to park in the Car Park and leave it. **2.2.** The contract ends when, (i) you insert the ticket in the exit terminal or (ii) you present your Card at the exit terminal to exit the Car Park.

3. Price – 3.1. The parking charge (the “Price”) is calculated based on the tariffs posted at the entrance to and/or in the Car Park. **3.2.** The Price is calculated based on how long the

vehicle is parked in the Car Park, each period or fraction of a period started being due in full. **3.3.** Without prejudice to any special terms and conditions, the Price must be paid before you leave the Car Park. If we accept other methods of payment at the Car Park concerned, we may demand payment of a lump sum as compensation for any collection costs incurred. **3.4.** If you are exempted from paying the Price, wholly or in part, you will be bound to complete the formalities required to be exempted. **3.5.** Should you be unable to present a valid ticket or Card when taking your vehicle out of the Car Park, you must pay the lost ticket tariff for the Car Park concerned.

4. Maximum stay – 4.1. No vehicle may be parked in the Car Park for more than thirty-five consecutive days unless you have obtained our prior consent in writing. **4.2.** Exceeding the maximum stay of thirty-five days constitutes gross negligence on your part which may render you liable to the penalties as provided for in Article 6 of the Internal Rules (section C below). **4.3.** From the thirty-sixth day of parking, you will be liable, in addition to the current parking charge, for an additional € 20 per day without any prior reminder being required and without prejudice to any damages. **4.4.** If we are unable to establish your identity and cannot therefore remove your vehicle, we reserve the right to remove it and put it outside the Car Park at your expense, risk and cost, from the thirty-sixth day of parking onwards. **4.5.** We reserve the right to modify the Rotation opening hours of the Car Park at ten days’ notice to be posted outside the Car Park.

A.3. Rules applicable to Subscription service

1. Scope – The ‘Subscription’ terms and conditions apply to the ‘Subscription’ service (as opposed to the ‘Rotation’ service), and are supplementary to the special terms and conditions as stated in the subscription contract.

2. Customer’s responsibility for Cards stolen, lost or spoiled – You are responsible for using the smart card (the “Card”) as stated in the subscription contract, including any and all liabilities arising therefrom. You agree to inform Interparking immediately should the Card be lost, stolen or spoiled by e-mail to info@interparking.com or by fax or post, quoting your Card number. Interparking will arrange for the Card to be blocked and replaced with a new one against payment of a lump sum of EUR 10 including VAT. You agree not to expose the Card to the sun or heat and not to leave it in your vehicle. Interparking reserves the right to retain or confiscate any access Card which is spoilt or abused.

3. Access – 3.1. As a subscriber, you can access the Car Park using the Card during the times as stated in your contract. **3.2.** Access and exit are controlled by the Card, which opens barriers, arms and/or gates at both entrance and exit. **3.3.** Outside your contractual access times, even if you are not carrying the Card, access is subject to the rules and tariffs for the ‘Rotation’ service.

4. Payment – Payment is made as laid down in the special terms and conditions shown in the subscription contract concluded between the parties.

5. Tariffs modification – We reserve the right to modify the applicable tariffs for the Car Park. If we modify the tariffs, we will give you at least one month’s notice in writing before introducing the new tariff: you will then have the possibility to terminate the subscription without charge as of the last day of the month following that in which we notified you of the new charges, by sending a registered letter.

6. Late payment – 6.1. We may refuse to allow you access to the Car Park by blocking the Card if you fail to pay your subscription on time or at all. **6.2.** Any amount which remains unpaid on the due date will be subject as of right, without any prior notice, to an annual interest rate of 12%. A lump sum indemnity, amounting to 15% of the unpaid amount (with a minimum of 50 €) – court costs not included – will be due.

7. Personal Subscription and non-transferable – The Subscription is personal to you: so you cannot assign the right to access the Car Park it confers on you or assign the subscription to any third party without our prior consent.

A.4. Rules applicable to the ‘Reservation’ service

1. Remote reservation – 1.1. The rules in this section apply to reservations of a parking space in a Car Park which accepts reservations via our website, by e-mail or by telephone. **1.2.** We offer two types of reservation,

depending on the Car Park concerned: (i) Reservation without prepaying for parking (*Book contract*), or (ii) Reservation with prepaying for parking (*Book and Pay contract*). **1.3.** **Reservation** of a parking space does not imply being assigned any given space.

2. Characteristics of the Car Park – 2.1. Before confirming the reservation, the Customer must verify the terms and conditions of use of the Car Park, particularly the opening hours, and the maximum height of the vehicles which can enter it. In confirming your booking, you are deemed to accept these terms and conditions of use. **2.2.** As soon as you confirm your order, we cannot then be held liable for any losses, either direct or indirect, suffered by reason of (i) making a reservation in a Car Park which cannot accept your vehicle because of its height, or (ii) attempting to enter or leave outside the Car Park opening hours or (iii) breaching the terms and conditions of use.

3. Furnishing reliable and correct information – 3.1. In order to make a reservation, you must furnish correct information on your identity, details, e-mail address, vehicle and when you intend to enter and leave the Car Park. **3.2.** This information is required to execute the contract, make checks in the Car Park and to give you a reference number which will enable you to get a ticket to enter and leave the Car Park under the terms and conditions of the contract in return.

4. Book contract – 4.1. The benefit of the *Book contract* is that you can be assured of being able to park at the Car Park concerned. **4.2.** The *Book contract* is concluded when you receive our e-mail accepting your booking application and giving you your reference no. **4.3.** On arriving at the Car Park, you give your reference no. and are given a ticket in return. **4.4.** Before leaving the Car Park, you must pay the amount due for the service of providing a parking space. **4.5.** The amount due will be calculated based on current tariffs in force as posted at the entrance of the Car Park. **4.6.** Should you fail to appear at the Car Park (*no show*), we reserve the right to bill you for the cost of the space not being available for the term of the reservation you made.

5. Book and Pay contract – 5.1. The *Book and Pay contract* means you can be sure you will be able to park at the Car Park and lets you pay for your parking in advance. **5.2.** The price is payable in full in euros by bank card or by credit card. The Price may be modified at any time without notice, except that such modifications will not apply to any prepaid reservations already made. **5.3.** In booking a reservation, you accept the present General Terms and Conditions. **5.4.** We will e-mail you confirming that you have a space once you have made payment.

6. Contract starting date – Once you confirm your booking, we will reserve a space for your vehicle for the period as stated, which is when the contract starts to run.

7. Arrival and departure time – Your access to the Car Park will start to run at the arrival time as stated in your order, the departure time likewise. Your ticket can only be used once, such that the contract will be terminated should the vehicle leave the Car Park for any reason.

8. Arriving after time stated – Should you arrive late, your date and time of departure will remain unchanged, and you cannot claim any refund or free extension of parking times unused.

9. Leaving before time stated – Should you decide to leave the Car Park before the departure time indicated, you cannot claim any refund for any parking times unused.

10. Leaving after time stated – Should you decide to stay parking beyond the contract, you must pay the additional charges at the current tariffs in force in the Car Park before leaving it.

11. Changing a reservation – Any change to your booking must be made via our website using the reference number you were given. You can change the vehicle brand, model or registration number free of charge up to four hours before you are due to arrive as stated in your e-mail. You can change the Car Park where you wish to park and/or how long you wish to park there for free of charge, but you must do this at least 48 hours before your scheduled arrival date as stated in your e-mail. This may mean increasing the price in view of the tariff used at the Car Park concerned or the additional reservation time involved.

12. No cancellation right – In accordance with article VI.53 of the Code of Economic Law you cannot exercise the cancellation right for the reservation service, as it is a service to be performed at a specific date or period.

13. Early termination of the contract– Should you wish to terminate the contract before using the parking reserved, you must cancel it yourself via our website using the reference no. we gave you. Without prejudice to the provisions of Article A.4.14, you cannot claim any refund unless the special terms and conditions for a given Car Park provide otherwise. Before making any payment, you will therefore be bound to verify the terms and conditions of termination ahead of time at the time you make your booking. Be that as it may, and even if you have selected the cancellation option as stated in Article A.4.14, should you fail to appear at the Car Park (*no show*), or should you terminate your contract less than twelve hours before your scheduled arrival time, no refund or indemnity will be due whatever the ground stated.

14. 'Cancellation' option – You can select the 'cancellation' option for a charge of € 9. You can then cancel your reservation up to 12 hours before you are due to arrive and have your booking fee refunded less € 9 for the cancellation option.

B. SPECIAL TERMS AND CONDITIONS

B.1. Special terms and conditions applicable to the "P LOCK" service

1. Subject matter of the contract – The purpose of the P LOCK contract is to ensure that your vehicle is guarded and monitored for a term not exceeding thirty days subject to the terms and conditions as stated below.

2. Leaving vehicle - Interparking will record when your vehicle arrives by video camera and, as the case may be, by licence plate recognition cameras. This recording constitutes good evidence between the parties. Once you have signed the "P Lock" contract, you alone will be authorised to enter and move around in the P Lock parking area. You agree to lock your vehicle and use any other security features it is fitted with. You also agree not to leave any personal items or effects inside the vehicle. If you have opted for one of the ancillary services you are also asked to leave the keys of the vehicle to the Interparking staff member present in the car park dispatch area.

3. Recovering vehicle – To recover your vehicle, you must present to the Interparking's staff: 1) The time and date stamped and coded ticket which let you into the car park, and 2) Your copy of the "P Lock" contract. If you cannot produce both these documents, Interparking may refuse to allow you to take your vehicle and may retain it at your expense until you can show it formal proof that you are the owner of the vehicle (ID card matching registration book, keys to vehicle etc.). If you are not the vehicle's owner, you must then show proof that you are entitled to use the said vehicle. Should we have to keep the vehicle for more than thirty days beyond the scheduled return date as stated in the "P Lock" contract, Interparking will be released from all liability unless you have duly informed us that you will be leaving it longer by e-mail, fax or registered letter; this extension may be made for a new period not exceeding 30 days. Failing that, Interparking reserves the right to remove the vehicle at your expense, risk and peril as provided for in section C.6.

4. Tariffs – The current tariffs are on display at the entrance to the "P Lock" parking.

5. Insurance - Interparking will insure the vehicle against it and/or its external accessories being stolen. Interparking's liability is limited to a) The value of replacing the external accessories of the vehicle ; b) The purchase value of the vehicle less depreciation at 1.5% per month since it was first registered, subject to a maximum of its fair market value as assessed by a valuer and an absolute maximum of € 149,000 including VAT. Any other loss such as the loss inherent in the vehicle being off the road, theft from inside the vehicle, damage to bodywork etc. are not covered. It is expressly agreed that, if you take back the vehicle without making a claim report duly signed by you and Interparking's staff, that will exonerate Interparking from any liability finally.

B.2. Special terms and conditions applicable to the "P1 VIP" service

1. Subject matter of the contract – The purpose of the "P1 VIP" parking service is to ensure that your vehicle is guarded and monitored for up to thirty days subject to the terms and conditions below.

2. Leaving vehicle - Interparking will record when your vehicle arrives by video camera and, as the case may be, by licence plate recognition cameras. This recording constitutes good evidence between the parties. Having entered the "P1 VIP" parking, and having either taken an entry ticket or scanned your Pcard+, you will give the keys to your car to our valet parker who will park it in the "P1 VIP" area. Our valet parker will lock your vehicle and use any other safety precautions your vehicle is fitted with you have given him the instructions enabling him to do so. You also agree not to leave any personal items or effects inside your vehicle.

3. Recovering vehicle – To recover your vehicle, you must, depending on the mode of access used to enter, present either your Pcard+, or your entry ticket into the "P1 VIP" parking. If you cannot produce your entry ticket or your Pcard+, Interparking may refuse to allow you to take your vehicle and may retain it at your expense until you show it formal proof that you are the owner of the vehicle (ID card matching registration book, keys to vehicle etc.). If you are not the vehicle's owner, you must then show proof that you are entitled to use the said vehicle. Should we have to keep the vehicle for more than thirty days beyond the scheduled return date as stated in your reservation or at the time of leaving your vehicle, Interparking will be released from all liability unless you have duly informed us that you will be leaving it longer by e-mail, fax or registered letter; this extension may be made for a new period not exceeding 30 days. Failing that, Interparking reserves the right to remove the vehicle at your expense, risk and peril as provided for in section C.6

4. Tariffs – Our current tariffs are on display at the entrance to the "P1 VIP" parking.

5. Insurance - Interparking will insure the vehicle against it and/or its external accessories being stolen. This insurance also covers material damage to bodywork caused by Interparking staff. Interparking's liability is limited to a) The value of replacing the external accessories of the vehicle ; b) The purchase value of the vehicle less depreciation at 1.5% per month since it was first registered, subject to a maximum of its fair market value as assessed by a valuer and an absolute maximum of € 149,000 including VAT. Any other loss such as the loss inherent in the vehicle being off the road, theft from inside the vehicle, damage to bodywork etc. are not covered. It is expressly agreed that, if you take back the vehicle without making a claim report duly signed by you and Interparking's staff, that will exonerate Interparking from any liability finally.

6. Ancillary service: electric vehicle charging point - 6.1. A Customer wishing to benefit from the electric vehicle charging service will inform Interparking when making their reservation on line or in writing to Interparking staff at the time of leaving the vehicle. **6.2.** Interparking refuses any liability for any damage which might occur to the vehicle as a result of charging. Interparking also refuses any liability in the case where the vehicle could not be charged prior to the return of the Customer.

7. Ancillary service: car wash - 7.1. A Customer wishing to benefit from the car wash service offered by Interparking will inform Interparking when making their reservation on line or in writing to Interparking staff at the time of leaving the vehicle. **7.2.** A Customer who wishes to benefit from the car wash service will also complete the form which will be handed to them by Interparking staff, indicating the type of wash desired, the planned date and time of departure and any other remarks to Interparking staff.

8. Ancillary service provided by a third party: maintenance service - 8.1. A Customer benefiting during the period of their P1 VIP parking from a maintenance service for their vehicle (the "Maintenance Service") accepts that such Maintenance Service will be provided under the full and exclusive liability of the provider of the Maintenance Service, as from collection of the vehicle and until its return to the P1 VIP parking. The date and time of collection of the vehicle and the date and time of its return to the P1 VIP parking will correspond to the time when Interparking hands over the keys to the vehicle to the provider of the Maintenance Service and vice versa. This

information is contained in the "collection and return form", which is good evidence vis-à-vis the Customer. **8.2.** The price of parking will remain due, at the applicable tariff, including during the period of the Maintenance Service. **8.3.** Interparking refuses any liability for any damage which might occur to the Customer's car during the period of provision of the said Maintenance Service. Interparking also refuses any liability in the case where the vehicle, including the keys, has not been returned to the P1 VIP parking prior to the Customer's return or in the case of improper use of the vehicle by the provider of the Maintenance Service.

C. INTERNAL RULES

1. Scope – These internal rules apply to all parking in a Car Park. They complement the General Terms and Conditions and form part of the parking contract with them.

2. Characteristics of the Car Park – 2.1. The characteristics of the Car Park and its opening times and maximum vehicle height admitted in particular, are displayed at the entrance to the Car Park. **2.2.** Once your vehicle enters the Car Park, we cannot then be held liable for any losses, either direct or indirect, suffered as a result of (i) attempting to enter a Car Park which cannot accept your vehicle because of its height, or (ii) attempting to enter or leave outside the Car Park opening hours or (iii) breaching the terms and conditions of use.

3. Scope of the parking contract – 3.1. Merely by entering the Car Park, you are deemed to accept the internal rules unreservedly. **3.2.** Nothing other than the authorised vehicle, e.g. tyres, suitcases etc. may be left in the Car Park. **3.3.** Without our consent in writing, any commercial activity is forbidden inside the Car Park, including the provision of services such as cleaning, maintenance or repair of vehicles, etc. **3.4.** No goods may be offered for sale, hire etc. in the Car Park. **3.5.** No explosives, inflammable or other dangerous products may be brought into the Car Park. **3.6. While the vehicle is parked: (i) no person or animal may remain in it; (ii) nothing may be left in it; (iii) the ticket or Card may not be left in it; (iv) the vehicle must be locked and the windows closed.**

4. Entering and leaving the Car Park – 4.1. No-one may enter the Car Park who is not a member of the parking service or does not hold a document entitling them to enter the Car Park (ticket or Card). Out of concern for our Customers' safety, we may ask anyone entering or found inside the Car Park to produce proof of their identity and the documents for the vehicle brought into it. **4.2.** Unless you are a Card holder, you must take a ticket from the terminal at the Car Park entrance when you arrive. **4.3.** The Car Park is accessible during opening hours unless specifically agreed otherwise. We may set those opening hours as we alone see it, and will inform you of them on our website and by displaying them in the Car Park concerned. **4.4.** Outside the Car Park opening hours, vehicles may be taken out, provided it is possible to have a member of Car Park staff attend and against prepayment of an indemnity set by the Car Park as well as paying the charge for the parking service. **4.5.** Vehicles with trailers and those which cannot be parked in a normal parking space because of their dimensions may not enter. We may, exceptionally, allow access on condition that you agree to pay an increased charge pro rata in proportion to the space your vehicle occupies. Any fraction of a space occupied will count as a complete space. **4.6.** Vehicles fitted with snow chains may not enter, and any damage such vehicles cause to the Car Park will be charged to your account.

5. Circulation in the surrounds and in the Car Park – 5.1. Your vehicle must meet the same requirements as those parked on the public highway, such as being registered, insured etc. **5.2.** The Highway Code applies in the Car Park, and you must drive in accordance with that Code at your risk and peril at all times. **5.3.** You must comply with signs and directions inside the Car Park and any instructions given orally by the staff of the Car Park. **5.4. The speed limit inside the Car Park is 10 km/h.** **5.5.** Vehicles must drive with their dipped beam headlights on. **5.6.** You must stop your engine as soon as the vehicle is parked or while waiting in line and if any "STOP MOTOR" signal appears. **5.7.** If there is an accident or a vehicle is immobilised accidentally, you must take the necessary steps to park it such that it does not impede normal circulation in the Car Park.

6. Retaining, immobilising, moving and taking vehicles –

6.1. You authorise us formally to move the vehicle or have it moved inside the Car Park at your expense, risk and peril if: (i) it is not parked in a parking space provided for that purpose ; (ii) it is parked in a reserved space (e.g. company, disabled, etc.); (iii) it is obstructing normal circulation; (iv) it has been left in the Car Park for more than thirty-five consecutive days without our prior consent in writing, or (v) operational necessities or safety require it. We may then immobilise the vehicle, by means of clamps, for example, before or after moving it. The costs of moving a vehicle inside the Car Park and/or immobilising it are subject to a minimum of € 250 including VAT.

6.2. You authorise us formally to move your vehicle or have it moved outside the Car Park (on the public highway) at your expense, risk and peril, if: (i) it has been left in the Car Park for thirty-five consecutive days without our prior consent in writing; (ii) it is not fitted with a registration plate which can be used to identify its owner, or (iii) it presents a danger to persons and/or others' property.

6.3. You authorise us formally to retain your vehicle inside the Car Park at your expense, risk and peril if: (i) it has been involved in an accident for the purposes and for as long as is required to establish what happened, or (ii) you refuse to pay the charges and/or indemnities due.

7. Amendments to internal rules – Interparking may amend these internal rules at any time; such amendments will take effect immediately.