



# GENERAL TERMS AND CONDITIONS

## MAASTRICHT AACHEN AIRPORT PARKING FACILITIES

### Article 1 Definitions

Reserved Parking:	Maastricht Aachen Airport parking products that can be booked via internet.
Operator:	Maastricht Aachen Airport B.V.
Motor Vehicle:	Motor Vehicle as described in the Dutch Road Traffic Act 1994 (Wegenverkeerswet 1994).
Parking Facility:	Above-ground or underground car park, including spaces and areas designated for parking Motor Vehicles.
Car Park User:	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.
Proof of Parking:	Car park ticket, parking subscription, or any other proof designated by the Operator 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 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). This period is calculated on the basis of the entry and exit times registered by the PMS.
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.
Reservation Period:	The period indicated in advance by the Car Park User in his Reserved Parking booking during which the Motor Vehicle is parked by the Car Park User, which is the period from the indicated parking start date (including this date) to the indicated parking end date (including this date).
Website:	The internet website managed by the Operator, with website address <a href="http://www.maa.nl">www.maa.nl</a> .



## Article 2 Applicability of the Terms and Conditions

- 2.1 These General Terms and Conditions apply as of January 2019 and replace all previous terms and conditions relating to the Parking Facilities of the Operator.
- 2.2 Access to the Parking Facilities shall only be granted in accordance with these General Terms and Conditions.
- 2.3 These General Terms and Conditions apply to all Parking Agreements. Parking Agreements are concluded:
- by collecting a car park ticket at the entrance of the Parking Facility;
  - by means of a reservation;
  - by means of a car park ticket ordered and received in advance;
  - by means of access granted through an intercom call and admission by the Operator's administration;
  - by means of a subscription for multiple use of the Parking Facility;
  - by means of an agreement with the Operator for using the Parking Facility.
- 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. Any null and void 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 A Parking Agreement is deemed to have been concluded:
- a. once a 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 shall be the decisive factor;
  - b. in the case of Reserved Parking, in the manner described in Article 2 of the Special Provisions of these Terms and Conditions.
- 3.2 The duration of a 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 the Operator 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 there is sufficient space available, valid Proof of Parking or an accepted Reserved Parking booking grants a right to access the Parking Facility and to park one Motor Vehicle.
- 4.2 The Parking Facilities are open 24 hours per day.
- 4.3 Only Motor Vehicles with a maximum length of 5.00 meters, a maximum width of 1.90 meters and a weight not exceeding 2,500 kilograms are permitted to enter the Parking Facility. The maximum height of these Motor Vehicles may not exceed the height indicated at the entrance to the Parking Facility.



- 4.4 The Operator is entitled to refuse access to the Parking Facility to any Motor Vehicle if such is deemed appropriate by the Operator, with due observance of the principle of reasonableness and fairness. Reasons for such refusal shall include knowledge or suspicion on the part of the Operator 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 the Operator 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 The Operator 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 such is deemed necessary by the Operator. The condition of a vehicle may constitute grounds for the Operator to remove, or arrange for the removal of, this vehicle from the Parking Facility, without resulting in any liability on the part of the Operator. The Operator 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 the Operator at any time at the expense and risk of the Car Park User, and may be placed outside the Parking Facility if necessary.
- 4.7 The Operator is entitled to wheel clamp vehicles, if deemed necessary by the Operator. The Operator shall observe the principle of reasonableness and due care when assessing the need to apply a wheel clamp.

## Article 5 Instructions for use

- 5.1 Whilst present within the Parking Facility, the Car Park User must act 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 subject to the Airport Regulations of Maastricht Aachen Airport. The Car Park User is further subject to the General Terms and Conditions that apply to the use of Maastricht Aachen Airport, as well as by any future amendments or new versions thereof, as soon as they 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 on the Website at any time.
- 5.3 The Car Park User shall further be obliged to follow any instructions issued by the Operator's personnel or by third parties engaged by the Operator to move the Motor Vehicle to the designated space or a space to be designated, and to act in such a way that traffic in and/or around the Parking Facility is not obstructed and safety is not compromised.
- 5.4 Motor Vehicles may not be parked in the Parking Facility for more than 90 consecutive days without the prior written consent of the Operator. If this period is exceeded, the Car Park User shall be liable to pay, in addition to the Parking Fee for parking during the 90-day period, a Parking Fee for each day, or part thereof, that the Motor Vehicle belonging to the Car Park User is present within the Parking Facility following expiry of the aforementioned period, without prejudice to the right of the Operator 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 for a period of more than 90 days and, despite a written request or demand by the Operator, refuses or is unable to remove the



abandoned vehicle for any reason whatsoever, the Operator shall be entitled to remove, or arrange for the removal of, the abandoned 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 shall suffice. If the Car Park User fails to collect the vehicle within three (3) months of the request or demand, the Operator shall be entitled to sell or destroy the vehicle. In that case, the Operator is obliged to only pay the Car Park User the proceeds of the sale less the Parking Fee due, any fines and costs incurred by the Operator in connection with the removal and temporary storage of the vehicle. If the Parking Fee due, any fines and the aforesaid costs incurred by the Operator exceed the proceeds from the sale of the vehicle, the Car Park User must pay the Operator the difference.

## 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 the Operator;
  - 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 party 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.

## 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 the Operator. The rates for the use of Parking Facilities without a Reservation are stated at the entrance to the Parking Facilities and/or on [www.maa.nl](http://www.maa.nl). The Operator 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. This period shall be twenty (20) minutes for short-term parking and thirty (30) minutes for long-term parking. 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 the Operator, has been present within the Parking Facility.



- 7.4 It is prohibited to remove a Motor Vehicle from the Parking Facility without paying for the use of the Parking Facility *and* without permission from the Operator. In that case, the Operator shall 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 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 5.5 of these General Terms and Conditions shall be implemented. If, despite reasonable effort, it proves impossible to obtain the owner's name and address, implementation of the provisions of Article 5.5 of these General Terms and Conditions shall suffice.

## Article 8 Liability

- 8.1 The Parking Agreement entered into between the parties does not include surveillance. The Operator 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 the Operator.
- 8.2 In addition, the Operator cannot be held liable for failures arising from the use of the Parking Facility or other services offered by or on behalf of the Operator within the Parking Facility, unless the Car Park User is able to demonstrate intent or gross negligence on the part of the Operator.
- 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 the Operator, 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 the Operator shall be decisive in calculating the amount of the claim. The costs of this loss assessment shall be at the expense of the Car Park User.
- 8.4 If the Car Park User fails to meet any of the obligations imposed pursuant to the law, local byelaws and customs and/or the Parking Agreement entered into with the Car Park User, including these General Terms and Conditions, the Car Park User shall be obliged to compensate the Operator for any loss or damage it has suffered or shall suffer in the future as a result of such failure. If the Operator 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 the Operator any costs it incurs to this end, both judicial and extrajudicial, unless the proceedings were instituted unjustly.
- 8.5 The Operator is entitled to retain the Motor Vehicle at any time and to take appropriate measures for this purpose until all amounts payable by the Car Park User to the Operator pursuant to the Parking Agreement or on any other grounds have been paid.
- 8.6 The Operator cannot be held liable for any failures owing to circumstances outside the control of the Operator, as a result of which the Operator's meeting of its obligations arising from the Parking Agreement can no longer be reasonably required by the Car Park User. Such circumstances at least include industrial action, fire, government measures, operational failures, or failures by third parties.



## Article 9 Privacy provisions

- 9.1 If the Car Park User uses the Reserved Parking product, the Operator will process the Car Park User's personal data for the purposes as described in Article 5 of the Special Provisions of these Terms and Conditions.

## 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 months, after which it will be tacitly extended for 12 months, unless agreed otherwise.
- 10.3 The Car Park User with a subscription shall be informed by the Operator 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 the Operator 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 month's notice.

## Article 11 Other provisions

- 11.1 The Operator reserves the right to amend these Terms and Conditions. The most recent version of the Terms and Conditions will be published on the Website.
- 11.2 All written communications, including demands, arising from or relating to these Terms and Conditions, must be sent to:  
Maastricht Aachen Airport B.V.  
C/o Projects & Infra  
P.O. Box 1  
6199 ZG MAASTRICHT AIRPORT

## Article 12 Governing 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 Limburg, 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 the Operator.
- 1.2 The Reserved Parking booking solely grants the right to park a Motor Vehicle in the Parking Facility corresponding to the relevant parking product, as specified on the Website. The Reserved Parking booking does not, in any case, grant the right to park in other Parking Facilities. The Operator reserves the right, for reasons of its own, to refer Car Park Users with a Reservation for a specific Parking Facility to one of the other Parking Facilities.

### Article 2 Reservation, amendment and cancellation

- 2.1 The Car Park User can only book Reserved Parking by completing the booking form for the desired parking product 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 the availability of the number of parking spaces assigned to the Reserved Parking product. If parking spaces are not (or no longer) available, the Operator shall not accept the booking and shall notify the Car Park User thereof within the shortest possible term.
- 2.4 The Car Park User must state the start and end dates of the Reservation Period on the booking form. Once the Car Park User has made a selection, the full specifications of the product are shown, accompanied by a statement of the Parking Fee due. The Car Park User will then be asked to proceed to the electronic payment facility to pay the Parking Fee due. If the Car Park User then clicks on the button to finalise payment, the Parking Agreement for the relevant Reserved Parking product with the Operator is concluded, and the Car Park User shall be subject to the Reservation he has made vis-à-vis the Operator.
- 2.5 After having finalised the reservation or booking, the Operator shall confirm this by means of a booking confirmation sent by email to the email address submitted by the Car Park User. The confirmation serves as proof of the existence and details of the Parking Agreement.
- 2.6 The Car Park User may change or cancel his reservation at any time via the link in the confirmation email. Changes in or cancellations of a Reserved Parking booking must be made no later than twelve (12) hours prior to the start date of the Reservation Period.
- 2.7 In the event of a cancellation of a Reserved Parking booking in accordance with the conditions set out in Article 2.6, the Car Park User will be refunded by means of a voucher with the value of the Parking Fee due or, upon request, by crediting the Parking Fee due, after deduction of €10 administration charges, to his credit card/bank account.





- 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 due shall be refunded.
- 2.9 Reservations made through third party websites CANNOT be cancelled or changed. Articles 2.6 to 2.8 therefore do not apply to these reservations. In the event of a cancellation or change of a reservation made via a third party website, the paid Parking Fees shall NOT be refunded.
- 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.

### 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 due for the Reserved Parking booking with a valid credit card or via iDEAL/Bancontact/Mister Cash/Giropay/Sofort through 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 by credit card or via iDEAL/Bancontact/Mister Cash/Giropay/Sofort 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 The Operator shall publish any interim changes to the parking rates on the Website. Interim changes made in the period after the Car Park User has finalised the booking and before the start date of the Reservation Period do not affect the parking charges for that booking.

### Article 4 Parking

- 4.1 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 the full daily rate applicable at that time for the 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 therefore 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 actually leaves the Parking Facility with his Motor Vehicle. Exiting and entering again during the Parking Period is therefore not possible: the Parking Period ends automatically the first time that the Car Park User exits the Parking Facility. The Car Park User is not entitled to a refund of any part of the Parking Fees paid.

### **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 based on the parking rates 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.a and 4.d apply. Both excess periods must be paid by the Car Park User with the method described in Article 4.1.

## **Article 5 Personal data**

5.1 The Operator processes the following personal data to perform Reserved Parking bookings:

the personal data entered by the Car Park User on the personal data page of the Website: name and address details, email address, parking period, and financial details such as credit card numbers.

5.2 The Operator processes the data referred to in subparagraph 1 of this within the framework of finalising the Reserved Parking booking, including payment and customer service.

5.3 If the Car Park User objects to the Operator's collection of his data, he can indicate this by sending an email to [infodesk@maa.nl](mailto:infodesk@maa.nl). If the Car Park User should wish to have his data changed or removed from the Operator's files, he can also use this email address or, in case of the data referred to in Article 5.5, change or remove the data himself.

5.4 The Car Park User can save his personal data in a database by registering as a new customer when making a booking through the Website, so that there is no need to re-enter his data upon subsequent bookings.

5.5 The Car Park User can change or delete his saved personal data at any time via the special login module 'manage my reservation' on the Website.

5.6 The Operator has outsourced the processing of credit card transactions of Car Park Users to Ogone B.V. The personal data of Car Park Users needed to process the credit card transactions may therefore be made available to Ogone B.V. by the Operator. Ogone B.V., in its capacity as processor, shall process this data on behalf of the Operator for the sole purpose of completing



credit card transactions. Ogone B.V. shall not disclose this data to third parties other than the financial institutions linked to the method of payment that has been selected. The Car Park User's bank account or credit card statement may state the name of Ogone B.V. in connection with the above.

## Article 6 Personal promotion codes

The Operator 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, i.e. obtaining a one-off discount for a Reserved Parking booking. In the event of misuse of the promotion code, the discount awarded can be claimed back by the Operator.