

# GARAGE AGREEMENT TERMS AND CONDITIONS FOR SUBSCRIBERS

## I GENERAL

### 1. Definitions

#### Parking Accommodation:

The parking accommodation or car park with corresponding areas and spaces.

#### Owner:

Owner and/or manager/operator of the parking accommodation and/or their/its representative(s).

#### Subscriber:

The owner/user of a vehicle, which has been brought into or onto the parking accommodation.

#### Other services:

The other services the owner offers differ for each parking accommodation, and are available online or at the parking accommodation itself.

#### Consumer:

Any natural person acquiring or using products placed on the market (parking subscriptions) , exclusively for non-professional purposes.

### 2. Garage Agreement

A garage agreement is requested from the owner. The garage agreement may be obtained only if the owner accepts the application. The owner within his or her rights, without the obligation of stating any specific reason, has the right to refuse the application. The subscriber will be allocated whatever space may happen to be available in the parking accommodation. The owner is under no obligation to make arrangement for surveillance of the owner's vehicle.

### 3. Access

3.1 The subscriber acquires access to the parking accommodation by means of a parking card, or a key, or any other means of access made available to the subscriber pursuant to the agreement with the owner. In the event of wilful loss or damage resulting from serious negligence or own-initiative (unprofessional) repairs, and in the event of loss or theft, a new access way may be purchased for a price of €10.00 incl. VAT. The old access way will then be blocked.

3.2 Vehicles can only be driven into and out of the parking accommodation, as well as parked there, within the times established in the garage agreement. Outside these times, access using the means cited in the first paragraph is not possible, or the normal hourly rate applies.

3.3 If opening times apply to the parking accommodation, after the subscriber has been made aware of this, the owner is authorised to modify the opening times to a longer or unspecified duration.

3.4 Only passenger cars and company cars with a maximum length of 4.80 meters may be parked in the parking accommodation. The height of the vehicles may be no more than that which is stated at the entrance of the parking accommodation, or as apparent from the actual situation on site. Driving into or out of the parking accommodation with trailers or any nature whatsoever, including caravans, is not permitted.

3.5 The parking accommodation may only be used for parking the motor vehicle with the licence plate stated in the garage agreement, unless explicitly agreed otherwise.

3.6 If the subscriber wishes to use the parking accommodation for a motor vehicle other than the vehicle as stated in the garage agreement, the subscriber must request the owner's permission for this. The

subscriber is only entitled to park a different motor vehicle in the parking accommodation once the owner has granted written permission.

3.7 The owner is entitled to refuse any vehicle access to the parking accommodation, if the owner deems this desirable in due regard to reasonableness and fairness. This will in particular be the case if the owner knows or suspects that a vehicle is transporting explosive or other hazardous substances - not including engine fuels in the vehicle's reservoir intended for this purpose- as well as in the event the owner believes that in view of its size and/or weight, or due to items transported with it, the vehicle may cause damage to the surroundings in the broadest sense. If the parking accommodation is unsuitable for an LPG installation, the owner is also entitled to refuse access to the parking accommodation to vehicles using LPG fuel (or partly so).

3.8 Vehicles parked in the parking accommodation must comply with the same conditions as vehicles parked on public highways (section III/third-party insurance, etc.). The Highway Code and any other regulations relating to traffic on public highways also applies in the parking accommodation, insofar as there is no explicit deviation from this by the owner.

### 4. Duration of the agreement

4.1 A garage agreement is extended for periods of 1, 3 and 6 months or 1 year. For monthly contracts, one period corresponds with 1 calendar month. For 3-month contracts, one period corresponds with one quarter commencing 1 January up to 31 March, from 1 April up to 30 June, from 1 July to 30 September, or from 1 October up to 31 December. For 6-month contracts, the period corresponds with one half-year term commencing 1 January up to 30 June, or from 1 July up to 31 December. For annual contracts, the period corresponds with one calendar year commencing 1 January up to 31 December. The first contract period runs from the agreed start date - which is not necessarily the first day of the month - to the last day of the period active at that time.

4.2 A garage agreement is in principle deemed to have entered into for a minimum duration of 3 months. The agreement is each time tacitly extended by a period of the same duration, subject to cancellation by registered letter sent at least 1 month prior to the expiry date of the current period or any renewal of this.

**When a garage agreement is concluded with a consumer, the garage agreement is in principle deemed to have been entered into for a minimum duration of 3 months. The agreement is in each case tacitly extended by a period of the same duration subject to an objection from the consumer against this extension. This objection against the tacit extension must be communicated to the owner by registered letter at least one (1) month prior to the expiry date of the current period or of any renewal of this. However, following the tacit extension of the fixed-term agreement, the consumer is at any time entitled cancel the agreement without compensation, provided notice period of two (2) months is observed.**

4.3 On the final day of the agreement at the latest, all of the documents made available by the owner to the subscriber must be submitted. If the subscriber fails to submit these items, the subscriber owes compensation for additional costs for each item not submitted, without any further notice of default being required. This compensation is €25.00 including VAT per day for each day that it fails to submit any

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item to the owner. The above does not apply if the subscriber has communicated to the owner in writing that these documents have been lost or mislaid. In that case, the subscriber owes compensation as defined in paragraph 3.1.

## II. PAYMENT

### 1. Payment

Payment of the parking fee as agreed in the garage agreement must be performed in advance, at the latest on the day the period in question commences. If the garage agreement does not state any period for which the parking fee is repeatedly owed, that period is deemed as one calendar month. All amounts in the garage agreement include VAT, unless stated otherwise.

The private individual subscriber undertakes to pay the parking charges via standing order. A standing order is optional for the subscriber company.

### 2. Tariff changes

2.1 The subscriber shall receive written notification from the owner concerning intended tariff increases, at least 1 calendar month prior to the start of a subsequent period. The owner is at liberty to adjust the tariff, even if garage agreement has been entered into recently.

Should the subscriber not wish to accept the tariff increase, he/she is able to terminate the agreement within 2 weeks following the tariff increase by notifying the owner by the date on which the announced tariff increase commences.

2.3 The payments stated in 2.1 and 2.2 do not apply to consumers. The tariff on the successive garage agreements concluded by consumers shall be adjusted annually in accordance with the indexation stated below, which is linked to the health index. The adjusted tariff is equal to the (basic tariff x the new index figure) / the basic index figure. The basic tariff is the tariff stated in the garage agreement concluded. The health index of the month prior to that of the tariff adjustment applies as the new index figure. The index figure of the month prior to that in which the garage agreement was signed applies as the basic index figure. The tariff adjustment occurs automatically and legally on an annual basis, on the anniversary of the first garage agreement taking effect. Should the index formula be amended, the tariff shall be adjusted in accordance with the new system.

### 3. Non-payment

3.1 Should the subscriber fail to pay the parking fee owed (or other claims resulting from the garage agreement) on the agreed due date or if the private individual order is refused/withdrawn, the owner is entitled to refuse him/her access to the parking accommodation, without prejudice to the other rights for the owner resulting from non-payment. €15.00 including VAT is charged for unblocking a subscription.

3.2 Should the subscriber fail to pay the parking fee owed (or other claims resulting from the garage agreement) one calendar month following the agreed due date, the subscriber shall - without prejudice to the other rights resulting for the owner from this non-payment and without any notice of default being required - owe an additional amount of €20.00 including VAT per month or portion of one month that the payment has not taken place.

3.3 If, collection measures are necessary as a result of non-payment of the parking fees, the extra-legal collection costs are established between the parties in advance at 15% of the unpaid principle sum, although at least at €250.00 including VAT. Payments, made by

the subscriber following an injunction or summons, extend in the first instance to paying the aforementioned costs, even if the subscriber states another purpose on payment.

## III. USE OF THE PARKING ACCOMMODATION

### 1. Rules

1.1 When present in the parking accommodation, the subscriber must conduct him/her self in accordance with the provisions of the Highway Code and any other regulations relating to traffic on public highways also applies, insofar as there is no explicit deviation from this by the owner. Should this not be observed, the subscriber is liable for any damage resulting from this.

1.2 The subscriber is furthermore obliged to follow any instructions from the staff of the parking accommodation, to place the vehicle in the space stated or to be stated, and to conduct him/herself in such a way that traffic is not impeded in and/or at the parking accommodation, and safety is not put at risk.

1.3 Should the staff of the parking accommodation deem this necessary, they are entitled to move vehicles within the parking accommodation and/or remove any vehicle from the parking accommodation (or have them removed), without the possibility of this resulting in any liability for the owner or the staff. In the event of vehicles being moved and/or removed (and assessing the need for this), the staff must comply with reasonableness and due care.

### 2. Hindrance/restrictions of use

2.1 It is not permitted to sell goods, to offer for sale, to lease or to offer for lease in or on the parking accommodation.

2.2 It is not permitted to bring any explosive, flammable or otherwise hazardous and/or harmful substances into the parking accommodation or to have them within this, with the exception of engine fuel in the vehicle's normal fuel reservoirs intended for this purpose.

2.3 It is not permitted to perform repairs to the vehicle or other activities, or to have these performed, in or on the parking accommodation, unless explicit permission has been granted by or on behalf of the owner.

2.4 The subscriber must ensure that no hindrance or nuisance is caused for users of the surrounding premises, or fellow users of the parking accommodation.

2.5 The owner is authorised to perform activities in or on the parking accommodation (or to have these performed) for the benefit of the parking accommodation, public services, companies and/or third parties, without being obliged to any compensation.

2.6 Passengers of vehicles parked in the parking accommodation are not permitted to remain in the vehicle for longer the time necessary for parking the vehicle in question. After the vehicle has been parked, passengers must leave the vehicle and the parking accommodation.

## IV NON-COMPLIANCE

### 1. Attribute failure

1.1 If the subscriber fails in observing any obligation incumbent on him/her due to the law, local ordinances and practices and/or the agreement concluded with him/her including the conditions applicable to this, the owner is entitled to terminate the agreement immediately following written notice of default, and to refuse the subscriber access to the parking accommodation. The subscriber is obliged to

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compensate the owner for any damages it suffers or it will suffer as a result of the abovementioned fault, negligence and/or any other default, and/or interim termination of the agreement.

1.2 If the owner is compelled to have an injunction, notice of default or other writ issued, or in the event of proceedings necessary against the subscriber, including proceedings to force the subscriber to remove his/her vehicle from the parking accommodation, the subscriber is obliged to pay the owner all costs incurred in this regard, both legally and extra-legally, unless the proceedings have been wrongly entered into.

1.3 Amendments regarding this agreement, which are necessary due to government decisions, or due to government instructions - also understood to include instructions from the fire service - shall not constitute conditions for the subscriber to dissolve this agreement, but rather apply as if they were literally included in the garage agreement.

1.4 If the subscriber is unable to enjoy his/her rights as included in the garage agreement due to a failure on the part of the owner for more than 1 month, the subscriber shall only owe a proportionate share of the parking fee.

1.5 The owner is at all times entitled to withhold the vehicle and to take measures appropriate for this purpose, until the subscriber has paid everything owed either based on the garage agreement or on any other basis.

1.6 If, after the termination or dissolution of the garage agreement, the subscriber has left a vehicle behind in the parking accommodation, the owner shall request to subscriber to remove the motor vehicle left behind. If the subscriber fails to respond to this, the owner shall have the vehicle left behind removed from the parking accommodation. The owner shall notify the subscriber of this in writing. If the subscriber has not collected the motor vehicle within 6 months following the last written notification, the owner shall sell or destroy the vehicle. The owner is in that case only obliged to reimburse the subscriber with the sale revenue minus the costs incurred by the owner relating to removing and temporarily storing the vehicle, and costs as intended in article IV 1.2. If the latter costs are greater than the revenue from the vehicle, the subscriber must reimburse the owner for all of these costs.

## 2. Non-attributable failure

A failure cannot be attributed to the owner if this is caused by a circumstance independent of the owner's will as a result of which the obligations from the agreement can no longer reasonably be demanded by the subscriber. In any event, this includes strikes, fire, government measures and operational stoppages, as well as a failure in observance by third parties.

## V LIABILITY

### 1. Liability

1.1 The agreement arisen between the parties does not include surveillance. The owner therefore accepts no liability for theft or loss of the subscriber's properties and/or possessions. The owner furthermore accepts no liability for any damage whatsoever to the subscriber's properties, as well as regarding physical injury and/or any other damage, directly or indirectly caused by or as a result of using the parking accommodation, unless the damage has been directly caused by the owner and/or the staff of the parking accommodation, and this liability is not excluded in any other article of these terms and conditions or the garage agreement. Subscriber is also understood to mean another passenger in his/her vehicle.

1.2 The subscriber is liable for all damage caused by him/her. Damage caused by the subscriber to the parking accommodation or equipment corresponding to this must be reimbursed by the subscriber, either on the spot, or after an assessment of the damage has been drawn up on behalf of the owner, without prejudice to the provisions in article IV 1.5.

The owner accepts no liability for failure resulting from the use of the parking accommodation or as a result of other services offered in the parking accommodation by or on behalf of the owner, unless the person parking is able to demonstrate that there is a case of gross negligence by the owner and/or the staff of the parking accommodation.

## VI OTHER PROVISIONS

### 1. Lease/lending

The subscriber is not permitted to lease or lend its right to a third party. The subscriber may not transfer the garage agreement to third parties.

### 2. Conversion

Insofar as any stipulation in the agreement concluded between the owner and the parker, including the present terms and conditions, is null or voidable, or the counterparty states that any stipulation is not applicable since this is unacceptable in the given circumstances according to standards of reasonableness and fairness, and an appeal against this is recognised or accepted by the judge, this stipulation must be converted into a stipulation that as much as possible does justice to the intent of the null, voided or in applicable stipulation.

### 3. Arrangements

Arrangements or agreements with members of the owner's staff do not oblige the owner, insofar as these have not been confirmed by it in writing. In this respect, all employees and employees with no presentation authority are deemed staff members.

### 4. Applicable law

This agreement is subject to Belgian law. In the event of any dispute, the courts of the legal district of Brussels are exclusively competent.

### 5. Domicile

All written notifications, including injunctions, resulting from or relating to this agreement and terms and conditions, must be sent to:

Q-Park Belgium Holding NV  
Belgicastraat 3, bus 6  
1830 Zaventem

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