

*The conditions below have been translated automatically. The Dutch version is leading.*

## Conditions

- The subscription fee per parking place must be paid in advance by direct debit;
- The agreement is concluded with:
  - an annual subscription tacitly renewed quarterly after the first year,
  - a quarterly subscription tacitly renewed per quarter, unless one of the parties terminates in writing at least 14 days before the end of such a period;
  - a summer / winter subscription is automatically terminated after the relevant period;
- indexation of the rent takes place annually as of January 1;
- the one-off administration costs amount to € 50.00 (including VAT);
- the deposit is € 50.00 per parking pass;
- the attached Regulations apply;
- the agreement is concluded when BKS Parking has accepted the registration. BKS Parking reserves the right to refuse registration without stating reasons;
- all amounts mentioned - where applicable - include VAT and are valid for 2020.

## Privacy statement

- For the performance of the agreement or services provided by BKS Parking or, in the event that the rights and obligations have been wholly or partially transferred for the purpose of performing the relevant agreement or services by third parties;
- if statutory regulations require BKS Parking to do so;
- your data will be treated in accordance with the Personal Data Protection Act.

## The undersigned declares

- have completed all information truthfully and as completely as possible;
- agree to the General Terms and Conditions associated with Bexpark B.V parking garages. (to view / request via our website [bksparking.nl](http://bksparking.nl));
- agree with the content of the Regulations for the use of parking space;
- Authorize BKS Parking to debit the subscription fee as indicated on this form from a bank or giro account by direct debit. If the subscription holder does not agree with the settlement, he must inform us of this in writing within 14 days after the date of the settlement, stating (motivated) objections. If the complaint is justified, at BKS Parking's reasonable assessment, the excess amount will be deducted from the following statement (s) .;
- subscriber ensures a sufficient balance on the account; we are entitled to block the subscription if the debit is refused.

## **Article 1. Parking card**

- Before entering and exiting the garage, the tenant is given a parking ticket for opening the barrier against payment of € 50.00 deposit per card. The parking ticket is exclusively for use by the tenant. It is therefore not permitted to give this card to third parties on loan or to re-let it under penalty of dissolution of this agreement by operation of law without any notice of default or judicial intervention being required.
- The parking card is the property of the lessor and must be returned to the lessor after termination of the agreement, after which the deposit will be refunded.
- In the event of damage or loss of the parking ticket, as a result of which use is no longer possible, a new card will be issued for a fee of € 50.00.

## **Article 2. Use of the garage**

- The garage is intended exclusively for parking motor vehicles.
- It is not permitted to park outside the outline of the parking bays or on the access roads to the parking bays.
- The tenant is obliged to make use of the rented property in such a way that damage to the rented property, to the barrier trees, to the parking garage and the associated land or other property of the owner or property of third parties is prevented.
- No work may be carried out on the car in the parking garage, with the exception of urgent minor emergency repairs.
- The Road Traffic Act, the Road Traffic Regulations and the Traffic Regulations and Traffic Signs Regulations apply in the garage.
- The renter must submit his vehicle at least W.A. insured.
- It is forbidden to bring in or have explosive, flammable or otherwise dangerous and / or harmful substances in the parking garage; motor fuel in the designated normal fuel tank of the vehicle.
- The garage is not monitored.
- The parking space rented by the tenant is not a permanent place.

## **Article 3. Payment**

- The payment of the rent will be demanded in advance by direct debit, without any discount or compensation for whatever reason, so that the tenant cannot claim any claims against his obligation to pay the rent.
- In the absence of payment or if the tenant does not comply with his obligations under this contract in any way, the tenant is legally in default, without any notice of default on the part of the lessor being required.
- If the circumstance described under the preceding paragraph occurs, the parking ticket will be blocked and the use of the parking garage will be impossible.

## **Article 4. Indexing subscription price**

- The rent agreed between the parties will be reviewed annually on January 1 based on the change in the monthly price index according to the consumer price index (CPI) series of all households (2015 = 100), published by the Central Bureau of Statistics (CBS). The revision is calculated according to the development of the price index figure with October as the basic month.
- If Statistics Netherlands proceeds to publish the price index figures on a more recent time basis, the figures from the new series are taken into account, if necessary after linking to the figures from previous series. The method of linking is done in consultation with the CBS.
- If the information referred to in paragraphs 1 and 2 of this article is missing in whole or in part, the revision of the rental price is calculated according to other, similar criteria in a manner to be determined by the lessor, after consultation with Statistics Netherlands. Revision of the rental price will never result in it being less than the rental price agreed at the start of this parking agreement.

## **Article 5. Maintenance garage**

- The tenant is obliged to give the owner or his authorized representative the opportunity to carry out the repairs and cleaning work deemed necessary on the rented property without being able to claim any compensation or reduction of the rent.
- The lessor is entitled to move vehicles within the parking garage if this is necessary or desirable in its exclusive judgment, without this leading to any liability for the lessor.

## **Article 6. Liability**

- The owner is not liable if the tenant, for whatever reason, is hindered in enjoying the rented property.
- The owner, or any persons appointed by him for the operation and order monitoring of the parking garage, are liable for theft, loss, destruction or any damage to persons, animals, goods or cars, which in the parking garage or on the associated grounds and access roads could arise. The tenant indemnifies them against any liability in this regard towards third parties.

## **Article 7. Non-performance**

- If the above conditions are violated, the parking agreement can immediately be legally terminated by the lessor, without any notice of default and / or judicial intervention being required.

## **Article 8. General Terms and Conditions**

- The General Conditions Parking Garages Bexpark B.V. apply to this agreement, as filed at the Registry of the District Court in The Hague on 23 July 2019 and registered there under number 25/2019. In the event of conflicting provisions between the Regulations and the General Terms and Conditions, the General Terms and Conditions will then prevail.