

# General Terms and Conditions for Terminal Valet Parking and P6 Valet Parking

## 1 Definitions

- 1.1 Schiphol Valet Parking: the valet parking services offered by Schiphol Commercial B.V., which involves taking receipt of Motor Vehicles, keeping them in custody and returning them for the benefit of airport travellers who make use of line services, charters or the train at Amsterdam Airport Schiphol.
- 1.2 Schiphol Terminal Valet Parking (TVP): the valet service offered by Schiphol Commercial B.V., which involves the car being dropped off and collected in front of the departure hall and being parked in the covered and secure P12 car park for the duration of the journey.
- 1.3 Schiphol P6 Valet Parking: the valet service offered by Schiphol Commercial B.V., which involves the car being dropped off and collected at P6 and being parked in the available car parks of Schiphol Commercial B.V. for the duration of the journey, the specific provisions for which are contained in Article 9 of these General Terms and Conditions.
- 1.4 Reservation: a complete reservation order will be issued by the Website and / or App to Schiphol Commercial B.V., providing that the reservation number is confirmed. The User agrees to these terms and conditions when making the Reservation.
- 1.5 User: the natural person who makes use of TVP or P6 Valet Parking.
- 1.6 Schiphol Commercial B.V.: Schiphol Commercial B.V. or a Company to be designated by it, with its registered office at Evert van de Beekstraat 202, Amsterdam Airport Schiphol.
- 1.7 TVP Parking Space: parking spaces located in front of the departure hall (which are marked with a sign reading 'for the benefit of TVP'), where the User is to park their Motor Vehicle for the purpose of placing it into the custody of Schiphol Commercial B.V., and where the Motor Vehicle will be waiting for the User upon their return.
- 1.8 TVP counter: this is the desk in the terminal where the User hands over their key and/or picks up their key for administration of the vehicle. If the reserved vehicle is handed in or picked up between 00:00 and 06:00 and the counter is unattended, a TVP employee can be reached anytime by phoning +31610040725.
- 1.9 Proof of delivery: The form will be signed by the User upon drop-off of the Motor Vehicle. Schiphol Commercial B.V. will display the mileage and condition of the Motor Vehicle that will be recorded at the time of issue. This recording is done by means of photos that are stored in the User's file.
- 1.10 Website: [www.schiphol.nl/terminalvaletparking](http://www.schiphol.nl/terminalvaletparking).
- 1.11 Service lane: the section of the departure passage for the terminal that is cordoned off with a barrier.
- 1.12 Motor Vehicle: a motor vehicle as described in the Dutch Road Traffic Act 1994 (Wegenverkeerswet 1994).
- 1.13 TVP Covered Car Park: the secure and covered P12 car park at Schiphol-Centre, in which Schiphol Commercial B.V. parks the Users' Motor Vehicles.
- 1.14 Last-Minute Reservation: a telephone reservation made on the day of departure.
- 1.15 Booking period: period in which a Reservation can be made within the framework of a special offer.
- 1.16 Agent: an intermediary via whom the User has made a reservation.

## General Terms and Conditions for Terminal Valet Parking and P6 Valet Parking

### 2 Proof of Receipt and return

- 2.1 These General Terms and Conditions apply to the Proof of Receipt.
- 2.2 When handing in the Motor Vehicle and the key at the TVP Desk, the User must sign the Proof of Receipt. Schiphol Commercial B.V. reserves the right to make a copy of the User's identity document. By signing the Proof of Receipt, the User agrees to Schiphol Commercial B.V. 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 presenting their copy of the Proof of Receipt and, at Schiphol Commercial B.V. first request, their identity document.
- 2.4 If the User is unable to show their copy of the Proof of Receipt or their identity document, Schiphol Commercial B.V. will not allow them to take the Motor Vehicle, and the Royal Netherlands Marechaussee at Amsterdam Airport Schiphol will draw up an official report.
- 2.5 The return flight stated on the Proof of Issue form will determine when the Motor Vehicle will be prepared. Schiphol Commercial B.V. bases this on the arrival data from Schiphol. Schiphol Commercial B.V. will strive to have the Motor Vehicle ready in advance as much as possible, but the User may need to wait for his or her Motor Vehicle upon return. Schiphol Commercial B.V. records the mileage and the condition of the Motor Vehicle at the time of issue.
- 2.6 In the event of an open return flight or a change in the return flight, the User must submit an amended request via the Website to get the Motor Vehicle ready, at least 24 hours in advance. Requests to get the Motor Vehicle ready that are submitted within 24 hours before arrival must be submitted by telephone, at telephone number +31 20 40 678 90. During this call, the User must provide their name and reservation number at Schiphol Commercial B.V. first request.
- 2.7 Changes made within 24 hours before arrival may result in a longer wait and possible additional costs (in connection with Schiphol Commercial B.V. getting the Motor Vehicle ready unnecessarily and other operational costs).
- 2.8 Schiphol Commercial B.V. 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 Schiphol Commercial B.V. reserves the right to refuse delivery of the Motor Vehicle if the User appears to be under the influence of alcohol and/or drugs.
- 2.10 The Car Park User has no right to dissolve the agreement as referred to in Article 6:230 m lid k of the Dutch Civil Code.

## **General Terms and Conditions for Terminal Valet Parking and P6 Valet Parking**

### **3 Access; instructions for use**

- 3.1 Schiphol Commercial B.V. reserves the right to refuse access to the TVP car park to any Motor Vehicle, if they deem it reasonably desirable to do so. This may occur if Schiphol Commercial B.V. knows or suspects that a Motor Vehicle may be carrying explosives and/or other dangerous substances (with exception to the fuel in the fuel tank); or in view of the Motor Vehicle's size, weight, or by items transported with it may inflict damage upon the environment (in the broadest sense).
- 3.2 If necessary in Schiphol Commercial B.V. reasonable opinion, Schiphol Commercial B.V. may remove or arrange for the removal of Motor Vehicles from the TVP Covered Car Park, without this resulting in any liability on the part of Schiphol Commercial B.V.. The state of a Motor Vehicle may be a reason for Schiphol Commercial B.V. to remove or arrange for the removal of that Motor Vehicle.
- 3.3 Without the prior written permission of Schiphol Commercial B.V., Motor Vehicles may not be parked in the TVP Covered Car Park for more than 90 consecutive days.
- 3.4 If a Motor Vehicle has been parked in the TVP Covered Car Park for more than 90 days and, despite a written request or demand by Schiphol Commercial B.V., the User refuses or –for whatever reason –is unable to remove that Motor Vehicle, Schiphol Commercial B.V. is entitled to remove or arrange for the removal of the Motor Vehicle from the TVP Covered Car Park within 14 days of the request or demand and store it elsewhere. All the costs incurred in doing this will be recovered from the User.

## **General Terms and Conditions for Terminal Valet Parking and P6 Valet Parking**

### **4 Rates/surcharges and payment**

- 4.1 The rates, rate components and any surcharges applicable to TVP are listed on the Website. The minimum rate for Schiphol Valet Parking is the rate for one day.
- 4.2 If the User abuses the TVP Parking Spaces by using them without having a confirmed Reservation, Schiphol Commercial B.V. 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 applicable to TVP, the costs of the wheel clamp, the costs of having the Motor Vehicle towed and administrative charges. Schiphol Commercial B.V. reserves the right to refuse a Reservation if Schiphol Commercial B.V. knows or suspects that the User or the Motor Vehicle was previously involved in abuse.
- 4.3 Upon their return, the User must pay in cash, by debit card or by credit card, unless the Reservation was made on the basis of a TVP subscription or via an Agent on the basis of an invoice, in which case the payment will be made through the TVP subscription or via the Agent, respectively.

## **General Terms and Conditions for Terminal Valet Parking and P6 Valet Parking**

### **5 Complaints**

The user must ensure that the Motor Vehicle is in the same condition as it was when the car was delivered as it is when the car is returned. Complaints about the management of the Motor Vehicle must be submitted to the TVP Desk before the Motor Vehicle is moved by the user from the location where the user has received the Motor Vehicle for return from Schiphol Commercial B.V.. Once the Motor Vehicle has been moved from the place where the User has received the Motor Vehicle for return from Schiphol Commercial B.V., all liability of Schiphol Commercial B.V. with regard to the Motor Vehicle expires.

## General Terms and Conditions for Terminal Valet Parking and P6 Valet Parking

### 6 Responsibilities of the User

- 6.1 The user is responsible for ensuring that all equipment (electronics) have been turned off. The User allows Schiphol Commercial B.V. employees to use the electronics required for moving the Motor Vehicle that are necessary for the safe use of the Motor Vehicle, as well as making changes, including to the position of the seat and mirror. If the User's Motor Vehicle does not start, Schiphol Commercial B.V. will not take any measures to start the Motor Vehicle, unless the User gives prior written permission for this.
- 6.2 The User allows Schiphol Commercial B.V. employees to use the settings of the on-board system to look up the total mileage of the Motor Vehicle, in connection with determining the mileage of the Motor Vehicle upon delivery by means of a photo as indicated in Article 1.9.
- 6.3 User allows Schiphol Commercial B.V. employees to park manual cars in first gear and not use the parking brake, in order to prevent possible damage to the parking brake. This is a fixed procedure that all Schiphol Commercial B.V. drivers use.
- 6.4 If the User submits a request to charge their Motor Vehicle during the administration period, the User must hand in his own contactless card or load drop at the TVP desk, as well as ensure that there is a working charge cable left in the car. The User hereby authorises Schiphol Commercial B.V. employees to use parts of the car that are required for charging the Motor Vehicle. Schiphol Commercial B.V. will not take measures to charge the Motor Vehicle if User does not provide a working contactless card or charge, a working charging cable, or if the necessary components for charging the Motor Vehicle do not function properly.
- 6.5 The User is aware that Schiphol Commercial B.V. has no obligation to the User to fully charge a Motor Vehicle when a charging request; in connection with limited availability and capacity of charging points that Schiphol Commercial B.V. has at its disposal, as well as the number of loading requests at any one time.
- 6.6 The user declares that there are no forbidden or dangerous items in the Motor Vehicle, like weapons, drugs, stolen items and animals. If forbidden or dangerous items are found by Schiphol Commercial B.V., this will be reported by the Schiphol Commercial B.V..
- 6.7 In order to use the service track, the User will be asked at the barrier for the name and license plate number of their Motor Vehicle. These must correspond with the license plate entered at the time of reservation.
- 6.8 Upon delivery of the Motor Vehicle, the User must only handle the Motor Vehicle and the associated key, as well as any attributes that are necessary for starting and/or driving the car, such as an immobiliser. All other attributes, including, but not limited to: other keys, key rings and keyholders, must remain with the User. Schiphol Commercial B.V. is entitled to refuse the delivery of the Motor Vehicle and thereby the management of the Motor Vehicle if the User does not agree with this rule.

## General Terms and Conditions for Terminal Valet Parking and P6 Valet Parking

### 7 Liability

- 7.1 Schiphol Commercial B.V. excludes any liability towards the User to the extent permitted by law, except for the liability for direct financial loss suffered by the User that is due to intent or deliberate recklessness on the part of Schiphol Commercial B.V. or its employees. Damage to property is excluded from any form of consequential damage and turnover damage. Furthermore, Schiphol Commercial B.V. is not liable for damages incurred by the Motor Vehicle after delivery, nor for any damage suffered by the User in the event of a delay in the collection or delivery of the Motor Vehicle. In any case, Schiphol Commercial B.V. liability is limited to a maximum of EUR 450,000 per event.
- 7.2 Leaving personal property in the Motor Vehicle will be done at the User's own risk.
- 7.3 Schiphol Commercial B.V. 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 Schiphol Commercial B.V. pursuant to this Proof of Receipt or on any other grounds have been paid.
- 7.4 Shortcomings, including damage, cannot be attributed to Schiphol Commercial B.V. if it is due to a force majeure situation. A force majeure situation includes, but is not limited to: natural disasters, such as hail and other natural disasters, storm damage, strikes, fire, government measures, business disruptions, terrorist attacks, as well as shortcomings in compliance by third parties.
- 7.5 Schiphol Commercial B.V. will under no circumstances be liable if any items as referred to in Article 6.2 are found in the Motor Vehicle. In such case, the User will compensate Schiphol Commercial B.V. in full.

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## **General Terms and Conditions for Terminal Valet Parking and P6 Valet Parking**

### **8 Conditions for use of personal data**

For a specific explanation of how we process your personal data, please refer to our Privacy Statement.



## General Terms and Conditions for Terminal Valet Parking and P6 Valet Parking

### 9 Derogating and special conditions for Schiphol P6 Valet Parking

- 9.1 P6 Valet Parking can be booked on the Website ([www.schiphol.nl/p6valetparking](http://www.schiphol.nl/p6valetparking)) and/or App for P6 Valet Parking in the periods indicated. The car space for the issue for P6 Valet Parking deviates from Article 1.6 of these General Terms and Conditions located in P6 at Schiphol Airport. Contrary to Article 1.8 of the General Terms and Conditions, the P6 Valet Parking counter is also located at P6.
- 9.2 In derogation from Article 1.13 of the General Terms and Conditions, the P6 Valet Parking service involves parking the Motor Vehicle in the available parking spaces in the Schiphol Commercial B.V. car parks, rather than in the TVP Covered Car Park. Where this agreement refers to 'the TVP Covered Car Park', this must therefore be read as 'the car park'.
- 9.3 When delivering the Motor Vehicle in P6, the Motor Vehicle will be driven through the Schiphol Commercial B.V. video street to record the state of the Motor Vehicle. Before the Motor Vehicle is prepared for its return in the publicly accessible part of P6, the Motor Vehicle will again be driven through the video street. The images of delivery and return will be recorded in the User's file. In the event of damage caused by the driver during the delivery and return period, which follows from the video report, Schiphol Commercial B.V. will compensate this damage in deviation from Article 7.1. Schiphol Commercial B.V. is never liable for the shortcomings, including damage, that occurs after the Motor Vehicle has already been parked for return in the publicly-accessible part of P6.
- 9.4 Contrary to the provisions stated in Article 2.6, a request to get the Motor Vehicle ready must in the case of P6 Valet Parking be made by telephone, using the telephone number +31 634 442 747.
- 9.5 The User of P6 Valet Parking must pre-pay when making the booking, contrary to what is stated in Article 4.4 of the General Terms and Conditions. If the User does not show up, the parking amount will not be refunded. Extra costs will be charged if the Motor Vehicle is returned one or more days later. The user is obliged to inform Schiphol Commercial B.V. within 24 hours before the initially-agreed collection date. The user can inform Schiphol Commercial B.V. by calling +31 6344 42747.
- 9.6 Contrary to the provision stated in article 5, complaints about P6 Valet Parking must be submitted to the P6 Valet Parking Desk.
- 9.7 Article 6.3 of the General Terms and Conditions does not apply. To return the Motor Vehicle for use of P6 Valet Parking, the User must take a parking ticket upon entry to P6 Valet Parking, which can be handed in at the counter of P6 Valet Parking. The User receives an exit card upon departure.
- 9.8 When making a Reservation the User may elect to purchase a cancellation option against an additional payment of € 5. Only if such option has been purchased, the User can cancel the Reservation right up to the start of the parking period, in which case the parking fee (minus € 5 for the cancellation option) shall be refunded to the User. In case the User has not purchased the cancellation option, the parking fee will not be refunded to the User in the event of a cancellation.

## **General Terms and Conditions for Terminal Valet Parking and P6 Valet Parking**

### **10 Final provisions**

- 10.1 These Terms and Conditions are governed by Dutch law.
- 10.2 Any disputes that may arise in connection with this agreement will be resolved by the competent court in Amsterdam, unless the parties agree otherwise in writing.
- 10.3 Changes to the Proof of Receipt may only be agreed upon between the parties in writing.
- 10.4 These Terms and Conditions are subject to the provisions in Book 7, Title 9, of the Dutch Civil Code, in so far as these Terms and Conditions and/or the Proof of Receipt do not derogate from it.
- 10.5 Schiphol Commercial B.V. reserves the right to amend these Terms and Conditions. The most up-to-date Terms and Conditions will be published on the Website.