# General terms and conditions

**One-off Parking Agreements** 

## A -General provisions

#### **Article 1 Definitions**

#### **One-Off Parking Agreement**

A parking agreement that is concluded subject to the conditions described in Article 2.3 of these Terms and Conditions.

## **Charging electric vehicles**

The means of charging an electric Motor Vehicle using one of the charging points available in the Parking Facilities.

#### **Reserved Parking**

The following SNBV parking products that can be booked on the Website prior to parking: P1 Short-Term Parking, P3 Long-Term Parking, P4 Basic Parking, Privium 1, Privium 3 and Privium Excellence. The upgrades of the above parking products offered on the Website also fall under Reserved Parking.

#### **Motor Vehicle**

A motor vehicle as described in the Road Traffic Act 1994 (Wegenverkeerswet 1994).

#### **Excess Fee**

The amount of € 100.00 per day that the Car Park User will be liable to pay when parking for more than 48 hours in P1 Short-term Parking or Privium 1.

## **Parking Facility**

(Underground) car park including spaces and areas designated for parking Motor Vehicles.

#### **Car Park User**

The owner, holder of the vehicle registration certificate, user of or passenger in a Motor Vehicle who wishes to take, or has taken, that Motor Vehicle into the Parking Facility.

#### **Proof of Parking**

Car park ticket, parking pass, or any other proof designated by SNBV 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 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 parking start date (including this date) to the parking end date (including this date) or the actual time at which the Parking Facility is exited. If no reservation has been made, the period is calculated from the time of entry into the Parking Facility up to the time at which the Parking Facility is exited.

# 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.

## P1 Short-Term Parking

The parking product for parking in P1, intended for periods shorter than 48 hours. The Excess Fee will apply after 48 hours.

# **P3 Long-Term Parking**

The parking product for parking in the P3 (underground) car park of SNBV for a period of more than two days.

#### **P4 Basic Parking**

The parking product for parking in the P4 car park of SNBV for a period of more than two days.

## **P6 Valet Parking**

The SNBV parking product for Valet Parking from P6. The Terms and Conditions governing Valet Parking do not form part of the present Terms and Conditions.

## **Privium Excellence**

The parking product for exclusive parking in the SNBV Excellence Parking car park (next to the terminal), available to Privium members.

#### Privium 1

The parking product for Privium members enabling them to park at the front of SNBV P1, for a period less than 48 hours. The Excess Fee will apply after 48 hours.

## **Privium 3**

The parking product for Privium members enabling them to park at the front of SNBV P3, intended for periods exceeding two days.

#### **SNBV**

Schiphol Nederland B.V., with its registered office at Evert van de Beekstraat 202, Amsterdam Airport Schiphol, Haarlemmermeer.

#### **Terminal Valet Parking**

The SNBV parking product for Valet Parking near the terminal. The Terms and Conditions governing Valet Parking do not form part of the present Terms and Conditions.

## **Terms and Conditions**

These General Terms and Conditions applicable to One-Off Parking Agreements.

## Website

The internet website managed by SNBV, with website address www.schiphol.nl.

## **Article 2 Applicability of Terms and Conditions**

- 2.1 These Terms and Conditions apply from 1 October 2017 and replace all previous Terms and Conditions relating to SNBV Parking Facilities.
- 2.2 Access to the Parking Facilities shall only be granted in accordance with these Terms and Conditions, which form part of each One-Off Parking Agreement concluded between the Car Park User and SNBV.
- 2.3 These Terms and Conditions apply exclusively to One-Off Parking Agreements.

One-Off Parking Agreements are concluded:

- by collecting a car park ticket at the entrance;
- by entering or exiting using a credit card, with the parking duration being recorded in the PMS;
- by means of a one-off reservation;
- by means of a car park ticket ordered and received in advance.

The Terms and Conditions in relation to other parking agreements shall be provided on conclusion of the agreement.

2.4 If one or more provisions of these Terms and Conditions prove to be null and void, are voided or otherwise become legally invalid, the other provisions of these Terms and Conditions shall remain in force to the fullest possible extent, in so far as this is in keeping with the purpose and purport of these Terms and Conditions. Any null and void provision will be replaced with a valid provision in line with the purpose and purport of these Terms and Conditions.

## **Article 3 One-Off Parking Agreement**

- 3.1 A One-Off Parking Agreement is deemed to have been concluded:
- a. once a Car Park User has obtained a 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 One-Off Parking Agreement shall be determined on the basis of the time of entry and exit as recorded by the PMS or by a Parking Period agreed in advance between the Car Park User and SNBV.
- 3.3 A random space within the Parking Facility shall be made available to the Car Park User, unless the Car Park User and SNBV have entered into an agreement in advance under which a specific space or area within the Parking Facility has been designated. The top floor of covered Parking Facilities is not covered.
- 3.4 An Electric Charging facility will be offered at the Parking Facilities if an Electric Charging parking space is available. It is therefore not possible to reserve a parking space for Electric Charging. Since SNBV is unable to guarantee that Electric Charging can be used, the Motor Vehicle must have sufficient energy or an alternative fuel source available at the time of parking to be able to exit the Parking Facility. The Car Park User is required to hold an RFID charging card for the purpose of electrical charging.
- 3.5 Instructions for the use of Electric Charging are set out on the Website. Instructions for use have also been placed on the charging point itself. The Car Park User must follow these Electric Charging instructions carefully. Under no circumstances will SNBV ever be liable for any damage resulting from use of the charging point.

#### **Article 4 Access**

4.1 Provided there is sufficient space available, a valid Proof of Parking or an accepted Reserved Parking booking grants a right to access the Parking Facility and to park one Motor Vehicle. SNBV reserves the right to refer users to a different facility in the event that no space is available. In such cases, SNBV will compensate users for the difference in parking rates.

- 4.2 The SNBV Parking Facilities are open 24 hours a day.
- 4.3 Only Motor Vehicles with a maximum length of 5.00 metres, a maximum width of 1.90 metres and a weight not exceeding 2,500 kilogrammes are permitted to enter the Parking Facility. The maximum height of these Motor Vehicles may not exceed the height indicated at the Parking Facility entrance. The (underground) car parks are only accessible to vehicles less than two metres in height. P3 and P4, however, is accessible to vehicles above two metres in height.
- 4.4 SNBV is entitled to refuse access to the Parking Facility to the Car Park User/Motor Vehicle if such is deemed appropriate by SNBV, with due observance of the principle of reasonableness and fairness. The reasons for such refusal include knowledge or suspicion on the part of SNVB 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 SNBV 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 SNBV 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 SNBV. The condition of a vehicle may constitute grounds for SNVB to remove, or arrange for the removal of, this vehicle from the Parking Facility, without resulting in any liability on the part of SNBV. SNBV 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 SNBV at any time at the expense and risk of the Car Park User and be placed outside the Parking Facility if necessary.
- 4.7 When access is granted, the registration number of the Motor Vehicle will be recorded and printed on the exit ticket to facilitate the matching of the registration number and exit ticket on exit for security reasons. Registration number recognition will also be used in verifying the reservation, as described in Article 4.1.2 of the Special Provisions of these Terms and Conditions.

#### **Article 5 Instructions for use**

- 5.1 Whilst present in the Parking Facility, the Car Park User must act in accordance with the provisions of the 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 Schiphol Regulations (Chapters 1 to 5 inclusive, and 14), as well as to any future amendments or new versions thereof, as soon as they take effect, except where these Terms and Conditions explicitly depart from the aforesaid Regulations. The current version of the Schiphol 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 SNBV personnel 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 SNBV. 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 SNBV 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 and, despite a written request or demand by SNBV, refuses or is unable, for any reason whatsoever, to remove that vehicle, SNBV shall be entitled to remove, or arrange for the removal of, the 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, SNBV is entitled to sell or destroy the vehicle. In that case, SNBV is obliged to only pay the Car Park User the proceeds of the sale less the Parking Fee due, any fines due and any costs incurred by SNBV in connection with the removal and temporary storage of the vehicle. If the Parking Fee due, any fines and the aforesaid costs incurred by SNBV exceed the proceeds from the sale of the vehicle, the Car Park User must pay SNBV the difference.

#### Article 6 Limitations on use

#### 6.1 It is prohibited to:

- use the Parking Facility for any purpose other than the parking of Motor Vehicles;
- offer, distribute, sell or rent out goods or services within the Parking Facility;
- advertise in or on the Parking Facility. In the event of any unauthorised advertisements, the costs of removal will be recovered from the party responsible.
- 6.2 The engine of a Motor Vehicle may only be running in so far as this is necessary for the immediate entry to or exit from the Parking Facility or the 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 SNBV. The rates are stated at the entrance to the Parking Facilities and on the SNBV Website. The Reserved Parking rates may differ from the parking rates if no reservation has been made. SNBV reserves the right to change these rates.
- 7.2 SNBV has put in place an Excess Fee for P1 Short-Term Parking and P1 Privium with effect from 1 October 2017. This Excess Fee shall apply to all parking movements in the period following 1 October 2017.
- 7.3 Following payment at a pay machine or in the kiosk, 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. The period shall be fifteen (15) minutes in respect of P1 Short-Term Parking, Privium 1, P4 Basic Parking and Privium Excellence, and sixty (60) minutes for P3 Long-Term Parking and Privium 3. 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 as described above is repeated. Apart from payment at a pay machine, it is also possible to pay with a credit card on exiting.
- 7.4 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 SNBV, has been present within the Parking Facility. A receipt issued by the PMS is not accepted as valid Proof of Parking.
- 7.5 It is prohibited to remove a Motor Vehicle from the Parking Facility without paying for use of the Parking Facility or without the permission of SNBV. In that case, SNBV 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 8.5 of these Terms and Conditions shall be implemented. If, despite reasonable efforts, it proves impossible to obtain the owner's name and address, implementation of the provisions of Article 8.5 of these Terms and Conditions shall suffice.

#### **Article 8 Liability**

8.1 The One-Off Parking Agreement entered into between the parties does not include permanent surveillance aside from video surveillance. SNBV 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 SNBV.

- 8.2 In addition, SNBV cannot be held liable for failures arising from use of the Parking Facility or other services offered by or on behalf of SNBV within the Parking Facility, unless the Car Park User is able to demonstrate intent or gross negligence on the part of SNBV.
- 8.3 The Car Park User is liable for any damage caused by or as a result of using the Parking Facility. Any damage to the Parking Facility or the PMS caused by the Car Park User must be paid for there and then unless, in the opinion of SNBV, the Car Park User is able to provide sufficient security for the successful recovery of costs from the Car Park User. The assessment of SNBV or an SNBV-appointed expert will be decisive in assessing 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 bye-laws and customs and/or the One-Off Parking Agreement entered into with the Car Park User, including these Terms and Conditions, the Car Park User shall be obliged to compensate SNBV for any loss or damage it has suffered or shall suffer in the future as a result of such failure. If SNBV 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 SNBV any costs it incurs to this end, both judicial and extrajudicial, unless the proceedings were instituted unjustly.
- 8.5 SNBV 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 SNBV pursuant to the One-Off Parking Agreement or on any other grounds have been paid.
- 8.6 SNBV cannot be held liable for any failures owing to circumstances outside the control of SNBV, as a result of which SNBV's meeting of its obligations arising from the One-Off Parking Agreement can no longer be reasonably required by the Car Park User. Such circumstances at least include industrial action, fire, government measures, service breakdowns or failures by third parties.

## **Article 9 Other provisions**

- 9.1 SNBV reserves the right to amend these Terms and Conditions. The most up-to-date Terms and Conditions will be published on the Website.
- 9.2 All written notices, including demands, arising from or relating to these Terms and Conditions, must be sent to:

Schiphol Nederland B.V.
Schiphol Parking & Mobility Services
P.O. Box 7501
1118 ZG Schiphol

## Article 10 Governing law and competent court

- 10.1 All One-Off Parking Agreements are governed exclusively by Dutch law.
- 10.2 Any dispute between the Parties relating to these Terms and Conditions will only be submitted to the competent court in the district of Amsterdam.

# **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 Booking the Parking Facility**

- 1.1 By making a booking through the Website, stating the exact Parking Period, the Car Park User can reserve a parking place within the framework of one of the following SNBV parking products: P1 Short-Term Parking, P3 Long-Term Parking, Privium 1, Privium 3 and Privium Excellence.
- 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.

## 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 through the Website.
- 2.2 The Reserved Parking bookings must be made not later than 4 hours prior to the Parking Period start date.
- 2.3 The Reserved Parking booking is subject to the availability of the number of parking places assigned to the Reserved Parking product. If parking places are not (or no longer) available, SNBV 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 Parking Period on the booking form. Once the Car Park User has made their choice, the full specifications of the product are shown, accompanied by a statement of the Parking Fee due. The Car Park User is then asked if they wish 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 and accept these general Terms and Conditions, the One-Off Parking Agreement for the relevant Reserved Parking product with SNBV is concluded and the Car Park User shall be subject to the reservation they made vis-à-vis SNBV.
- 2.5 After having finalised the reservation or booking, SNBV shall confirm this by means of an email message sent to the email address submitted by the Car Park User. The confirmation serves as proof of the existence and details of the One-Off Parking Agreement.
- 2.6 The Car Park User may change or cancel his reservation at any time up to four (4) hours prior to the start date of the Parking Period by means of a special login module under the 'My reservation' option on the Website. The following notice periods apply for amending or cancelling a reservation for Reserved Parking:
- 2.7 In the event of *cancellation* of a Reserved Parking booking in accordance with the conditions set out in Article
- 2.6, the Parking Fee shall be refunded to the Car Park User, following deduction of the relevant cancellation charges listed below, if applicable, by crediting his credit card/bank account. In the event of an *amendment* of a Reserved Parking booking in accordance with the conditions set out in Article 2.6, a higher fee will be charged if applicable. The fees can change because of a change of date and/or availability.

# Parking product cancellation charges

P3 Long-Term Parking	€5
P4 Basic Parking	€5
P1 Short-Term Parking	€0
Privium 1	€0
Privium 3	€0

- 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 shall be refunded.
- 2.9 In the event that, for whatever reason, SNBV is forced to refer the Car Park User to another Parking Facility despite Reserved Parking, SNBV shall refund any additional charges of the other Parking Facility. If the charges of the other Parking Facility are less than the Parking Facility reserved by the Car Park User, SNBV shall refund the excess paid by the Car Park User. SNBV shall never refund other costs, such as costs of delay.

## **Article 3 Parking Fee and payment**

- 3.1 The Car Park User can pay the Parking Fee due for the Reserved Parking booking with a valid credit card or via the iDEAL payment system, depending on the parking product, via the Website's electronic payment facility. Approval of the payment in that electronic payment facility constitutes 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 iDEAL 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 Using a valid credit card as an entry key for multiple, overlapping Parking Periods is not possible. The Car Park User shall be notified thereof either immediately or shortly after the attempted booking.
- 3.4 Using a valid credit card as an entry key for more than one (1) Motor Vehicle per Parking Period is not possible. The Car Park User shall be notified thereof either immediately or shortly after the attempted booking.
- 3.5 The Reserved Parking rates are determined by factors including the occupancy rate and the period, and may therefore fluctuate. The current rate will be shown on the Website after the Parking Period and parking duration have entered. The definitive rate is therefore the rate that applies at the time of the booking.

# **Article 4 Parking**

- 4.1 In the event of Reserved Parking, a choice can be made between a number of entry keys so that the reservation is recognised when entering the Parking Facility, depending on the Parking Facility and/or the parking product. These entry keys are credit card, registration number or Privium Plus Card, and they are explained in further detail in this article. In all cases, no ticket needs to be taken using the ticket button. The reservation shall be recognised on the basis of the entry key, after which the exit ticket is presented automatically and/or the barrier opened (in the event of a credit card as entry key).
- 4.1.1. Credit card: Both when entering the Parking Facility and again when exiting, the Car Park User must insert the credit card used to make the payment in the appropriate slot in the barrier system. The card details and payment will then be checked. If the details are correct and the payment has been made, the barrier will be raised. If the Reservation Period does not match the Parking Period, the excess period is automatically charged against the credit card.
- 4.1.2. Registration number: The registration number is automatically recognised upon entry. An exit ticket with registration number is presented. The following text appears on the display: your reservation has been recognised. The Car Park User must present the exit ticket when leaving the Parking Facility. P4 Basic Parking is limited to only licence plate recognition. Provided the Reservation Period matches the Parking Period, the Car Park User can exit the Parking Facility. If this is not the case, the Car Park User can pay for the excess period through the car park staff or the pay machines and/or make the additional payment by presenting his credit card when exiting, after having entered the exit ticket.

- 4.1.3. Privium Plus Card (for Privium parking spaces only): Both when entering the Parking Facility and again when exiting, the Car Park User must insert the Privium Plus Card used to make the reservation in the appropriate card reader in the barrier system. The Privium Plus Card and the reservation are recognised upon entry and the barrier is raised automatically. Provided the Reservation Period matches the Parking Period, the Car Park User can exit the Parking Facility by presenting his Privium Plus Card. If this is not the case, the Car Park User can pay for any excess period by presenting his credit card.
- 4.2 Entering the Parking Facility at a date/time earlier or later than the Parking Period start date or exiting the Parking Facility at a date/time earlier or later than the Parking Period end date is possible, subject to the following conditions:
- a. If the Car Park User, who has made a P3 Long-Term Parking or P4 Basic Parking booking, enters the Parking Facility at an earlier date/time than the start date/time of the Parking Period, they must pay the full daily rate applicable at that time for the number of days up to the start of the Parking Period. This sum is indivisible, which means that it is not broken down into part days or other time units. The amount charged on account of exceeding the Parking Period must be paid by the Car Park User separately, in accordance with the method described in Article 4.1. In the case of the other parking products, the Car Park User can enter the Parking Facility up to four hours before the reservation, after which the reservation period starts.
- b. If the Car Park User, who has made a booking, enters the Parking Facility at a later date/time than the start date/time of the Parking Period, it does not affect the end date/time of the Parking Period: the end date/time remains unchanged. Nor is the Car Park User entitled to a refund of any part of the Parking Fees paid.
- c. If the Car Park User exits the Parking Facility with his Motor Vehicle at an earlier date/time than the end date/time of the Parking Period, the Parking Period ends on the date/time at which the Car Park User actually leaves the Parking Facility with his Motor Vehicle. Entering and exiting 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.
- d. If the Car Park User exits the Parking Facility at a later date/time than the end date/time of the Parking Period, they shall be charged for the time that they exceed the Parking Period in accordance with the amounts listed below. The amount charged on account of exceeding the Parking Period must be paid by the Car Park User separately, in accordance with the method described in Article 4.1.

# Parking product Additional amount per additional day or parts thereof

P3 Long-Term Parking €10 per day

P4 Basic Parking €10 per day

## P1 Short-Term Parking

The regular parking rate for Terminal Parking applicable at that time, up to a maximum of 48 hours. After this period, the Excess Fee in the amount of €100 per day will be charged.

#### Privium 1

The regular parking rate for Privium 1 applicable at that time, up to a maximum of 48 hours. After this period, the Excess Fee in the amount of €100 per day will be charged.

#### Privium 3

The regular parking rate for Privium 3 applicable at that time.

#### Privium Excellence

The regular parking rate for Excellence Parking applicable at that time.

e. If the Car Park User enters the Parking Facility at an earlier date/time than the start date/time of the Parking Period and also exits the Parking Facility after the end date/time of the Parking Period, the Car Park User must pay the full parking rate applicable at that time for the entire period. The registration system cannot recognise the Parking Period provided in advance. In this case, the Car Park User will not be able to claim set-off of the Parking Fees due against the Parking Fees paid by virtue of Article 4 within the framework of the electronic booking and/or reimbursement thereof.

# **Article 5 Personal data**

- 5.1 SNBV will process the personal data entered by the Car Park User on the personal data page of the Website and data relating to his surfing and clicking behaviour and transactions via the Website. SNBV complies with the statutory regulations laid down in the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*).
- 5.2 The Car Park User's data is saved in a customer file and is used to finalise the Reserved Parking booking, including payment and customer service. SNBV also uses the data to analyse the Car Park User's surfing and clicking behaviour and transactions and to compile customer profiles based on this information. These profiles are used by SNBV to perfect the range of products and services on the Website and to create special offers tailored to the customer based on SNBV's full range of products and services. At the request of third parties within Schiphol Group, SNBV may perform marketing activities using the Car Park User's address details. The Car Park User's address details will be used no more than twice a year for a mailing from the different service providers, with SNVB alone having exclusive access to the personal data.
- 5.3 If the Car Park User objects to the collection and analysis of their data for the benefit of tailored offers from SNBV, they can indicate this by sending an email to info@schiphol.nl. The Car Park User may also use this email address if they should wish to remove their data from SNBV's files, or make the required changes themselves.
- 5.4 SNBV has outsourced the processing of credit card transactions of Car Park Users to Bibit B.V., part of the Royal Bank of Scotland ('Bibit'). The personal data of the Car Park Users needed to process the credit card transactions may therefore be made available to Bibit by SNBV. Bibit, in its capacity as processor, shall process this data on behalf of SNBV for the sole purpose of completing credit card transactions. Bibit shall not disclose this data to third parties other than the financial institutions linked to the method of payment that has been selected. The Bibit privacy statement can be consulted at http://www.rbsworldpay.com/. The Car Park User's bank account or credit card statement may state the name of Bibit in connection with the above.

## **Article 6 Personal promotion codes**

SNBV may provide Reserved Parking users with 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 SNBV.

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