

## 1 Definitions

- 1.1 Schiphol Valet Parking: the valet parking services of Schiphol Commercial B.V., involving the receipt, management and delivery of Motor vehicle on behalf of airport travelers using plane, bus and train.
- 1.2 Schiphol P6 Valet Parking: the valet service of Schiphol Commercial B.V., whereby the car is dropped off and collected at P6 and parked at the available Schiphol Commercial B.V. car parks during the reservation period.
- 1.3 Reservation: a completed booking issued through the Website and / or App of Schiphol Commercial B.V., providing that the reservation number is confirmed.
- 1.4 User: the natural person who uses P6 Valet Parking.
- 1.5 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.
- 1.6 Proof of Receipt: The form signed by the User upon delivery of the Motor vehicle. Schiphol Commercial B.V. records the mileage and condition of the Motor vehicle at the time of delivery. This recording is done by photos stored in the digital User's file.
- 1.7 Website: [www.schiphol.nl/P6valetparking](http://www.schiphol.nl/P6valetparking)
- 1.8 Motor vehicle: a motor vehicle of the User, subject of the service.
- 1.9 P6 Car Park: the drop off point for P6 Valet Parking is located in P6 at Schiphol Airport, where the User parks their motor vehicle.
- 1.10 P6 Valet Parking Sheltered Car Park: the secured and covered garage at Schiphol-Centre where Schiphol Commercial B.V. parks the Users' motor vehicles.
- 1.11 P6 Valet Parking Unsheltered Car Park: the secured parking facility at Schiphol-Centre where Schiphol Commercial B.V. parks the Users' Motor vehicles.
- 1.12 Last-Minute Reservation: a reservation made by telephone on the day departure.
- 1.13 Parking Period: period when the reservation takes place.
- 1.14 Agent: an intermediary through whom the User has made a reservation.
- 1.15 App: application for the usage of a smartphone or tablet, provide by SC, available through Apple Appstore and Google Playstore.

## **2 Proof of Receipt and return**

- 2.1 These General Terms & Conditions apply to the proof of Receipt.
- 2.2 Upon granting the motor vehicle at P6 Valet Parking, the motor vehicle will be driven through Schiphol Commercial B.V.'s video street, to record the condition of the motor vehicle. Before the motor vehicle is prepared for return in the publicly accessible area of P6, the motor vehicle is again driven through the video street by Schiphol Commercial B.V.. The images of drop-off and return are recorded in the User's file. If any damage is caused by the actions of the driver during the period of drop-off and return, visible in the video report, Schiphol Commercial B.V. will, contrary to article 7.1, compensate the damage. Schiphol Commercial B.V. will never be liable for any shortcomings, including damage, arising after the Motor vehicle is placed in the publicly accessible area of P6 on behalf its return.
- 2.3 Upon handing over the motor vehicle and key at the P6 Valet Parking desk, Schiphol Commercial B.V. reserves the right to make a copy of User's identity document. By accepting the terms & conditions on the website and/or app, User agrees to leave the Motor vehicle and its key to Schiphol Commercial B.V..
- 2.4 The motor vehicle and the key will be returned to User upon presenting their identity document.
- 2.5 When User is unable to show their identity document, Schiphol Commercial B.V. will not enable them to take the Motor vehicle and an official report will be prepared by the Royal Military Police at Schiphol.
- 2.6 The return flight is determinative for the readiness of the motor vehicle. Schiphol Commercial B.V. relies on the arrival details confirmed during the reservation. Schiphol Commercial B.V. aims to have the motor vehicle ready before arrival, however it may occur that the motor vehicle is not ready and the User needs to wait. Schiphol Commercial B.V. does not check flight arrival times of the User during the reservation period.
- 2.7 In case of an open return flight or a changed return flight, the User needs to inform this through the app or website, with a minimum of 24 hours in advance in order to have the vehicle ready for pick up on time.  
Requests for early pickup within 24 hours need to be made by phone, through the phone number +31206013483. User must provide their name and reservation number when Schiphol Commercial B.V. requires this.
- 2.8 Changes within 24 hours before the arrival could result in delays and possible extra costs.
- 2.9 Schiphol Commercial B.V. only hands over the motor vehicle and/or key other than the User, when the User provides a written permission or after receiving a court order in advance.
- 2.10 Schiphol Commercial B.V. maintains the right to refuse the return of the motor vehicle in case the User is in under the influence or alcohol or drugs.
- 2.11 The User has no right to dissolve the agreement as referred to in Article 6:230 m lid k of the Dutch Civil Code.

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

- 3.1 Schiphol Commercial B.V. reserves the right to refuse access to the P6 Valet Parking to any motor vehicle if they deem it 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 Before surrendering the motor vehicle for the usage of P6 Valet Parking the Users needs to, upon entering, take a ticket in case there is no license plate recognition. The ticket can be handed over at the service desk of P6 Valet Parking. Upon departure the User will receive a new ticket for exit.
- 3.3 Schiphol Commercial B.V. is entitled, if this is necessary, in the reasonable opinion of Schiphol Commercial B.V., to remove or arrange for the removal of motor vehicles from P6 Valet Parking, without this leading to any liability for Schiphol Commercial B.V.. The condition of a motor vehicle may be a reason for Schiphol Commercial B.V. to remove, or arrange for the removal of, this motor vehicle.
- 3.4 Without the prior written permission of Schiphol Commercial B.V., motor vehicles may not be parked in P6 Valet Parking for more than 90 consecutive days.
- 3.5 If a motor vehicle has been parked in P6 Valet Parking for more than 90 days and, despite a written request or demand by Schiphol Commercial B.V., 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 P6 Valet Parking within 14 days of the request or demand and store it elsewhere. All the costs incurred in doing this will be recovered from User.

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

- 4.1 The rates, rate components and any surcharges applicable to P6 Valet Parking are listed on the Website. The minimum rate for Schiphol Valet Parking is the rate applicable for one day.
- 4.2 When User abuses the P6 Valet Parking Spaces by entering without 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 away, recovering the costs involved in doing so to User. These costs will consist of the relevant rate applicable to P6 Valet Parking, the costs of the wheel-clamp, the costs of having the Motor vehicle towed away 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 P6 Valet Parking User must pay at the time of booking. If User fails to show up, the parking fee will not be refunded. If the Motor vehicle is returned one or more days later, additional charges will apply. User is obliged to inform Schiphol Commercial B.V. of the changed date and time within 24 hours before the initially agreed pick-up date. User should communicate this by calling +31206013483
- 4.4 When making a reservation, User can choose to add a cancellation option against payment of the valid rate. Only when this cancellation option is taken, User can cancel the reservation up to the start of the parking period, in which case User will be reimbursed for the payment (minus the costs for the cancellation option). If User has not taken the cancellation option, User will not receive a refund of the payment due in case of cancellation.
- 4.5 If the User adds the service electric charging, there will be a tariff the detriment for the service. The costs for the charging of the motor vehicle is not included in the service (current valid starting rate and kWh). The User agrees when adding the electric charging service to the current valid rates. The charging costs will be paid through the charging card which the Users supplies when handing over the key of the motor vehicle. If the service is added at the service desk, the User can pay these costs upon their return, or when there is a contract involved it can be invoiced, when they are able to add extra services.

## **5 Complaints**

- 5.1 Schiphol Commercial B.V. must ensure that the motor vehicle is in the same condition as it was when the motor vehicle was delivered as it is when the motor vehicle is returned. Complaints about the management of the motor vehicle must be submitted to the P6 Valet Parking Desk before the motor vehicle is moved by User from the location where User has received the motor vehicle for return from Schiphol Commercial B.V.. Once the motor vehicle has been moved from the place where 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.

## 6 Responsibilities of the User

- 6.1 User is responsible for ensuring that all equipment (electronics) has been turned off. 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 User's motor vehicle does not start, Schiphol Commercial B.V. will not take any measures to start the Motor vehicle, unless User gives prior written permission for this
- 6.2 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 1.3.
- 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 which Schiphol Commercial B.V. use.
- 6.4 In case User requests to have their motor vehicle charged during their reservation period, they need to supply a charging card at the P6 Valet service desk, they also need to have the charging cable available in the car. The User allows that the employees can use the supplies that are needed to charge the motor vehicle. In case there is no working charging card, drop or cable that is supplied by the User, or doesn't work properly, Schiphol Commercial B.V. will not take any measure to charge the motor vehicle.
- 6.5 If User makes a request to charge the motor vehicle during the reservation period, Schiphol Commercial B.V. will charge the motor vehicle to a minimum of 80%. In case, for any reason, the motor vehicle cannot be charged to 80%, Schiphol Commercial B.V. will not take any measures to achieve this percentage.
- 6.6 The User is aware that Schiphol Commercial B.V. has no obligation upon the User to fully charge the motor vehicle in case a request for charging due to limited capacity of charging stations that are available at Schiphol Commercial B.V.
- 6.7 User declares that there are no forbidden items or dangerous goods stored in the Motor vehicle, like weapons, drugs, stolen items, and animals. If forbidden items or dangerous goods are found by Schiphol Commercial B.V., this will be reported by the Schiphol Commercial B.V.
- 6.8 Upon delivery of the Motor vehicle, User handles the Motor vehicle and the associated key, as well as any attributes that are necessary for starting and/or driving the Motor vehicle, such as an immobilizer. All other attributes, including keys, rings and keyholders, remain at User. Schiphol Commercial B.V. is entitled to refuse the delivery of the Motor vehicle and thereby the above mentioned attributes for management of the Motor vehicle if User does not agree this rule.

## **7 Liability**

- 7.1 Schiphol Commercial B.V. excludes any liability towards User to the extent permitted by law, except for the liability for direct economic 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.'s liability is limited to a maximum of EUR 450,000 per event.
- 7.2 Leaving personal belongings in the motor vehicle is at the User's own risk.
- 7.3 Schiphol Commercial B.V. is at all times entitled to retain the motor vehicle and to take appropriate measures to that end, as long as all Schiphol Commercial B.V. has to claim from the User, either on account of the Certificate of Delivery or on account of other reasons, has not been paid.
- 7.4 Shortcomings, including damage, cannot be attributed to Schiphol Commercial B.V. if they are 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 disturbances, terrorist attacks, as well as failure to perform by third parties.
- 7.5 Schiphol Commercial B.V. will under no circumstances be liable if any items referred to in Article 6.2 are found in the Motor vehicle. User will fully indemnify Schiphol Commercial B.V. in this case.

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

For a specific explanation of how we process your personal data, please refer to our [Privacy Statement](#).



## **9 Final provisions**

- 9.1 These Terms and Conditions are governed by Dutch law.
- 9.2 Disputes arising in connection with this agreement shall be settled by the competent court in Amsterdam, unless the parties agree otherwise in writing.
- 9.3 Changes to the proof of receipt may only be agreed upon between the parties in writing.
- 9.4 The rules of These Terms and Conditions are subject to the provisions in Book 7, Title 9, of the Dutch Civil Code, as far as these Terms and Conditions and/or the Proof of Receipt do not derogate from it.
- 9.5 Schiphol Commercial B.V. reserves the right to amend these Terms and Conditions. The most recent Terms and Conditions will be published on the Website.