

## **CHIREC – DELTA PARKING LOT**

### **INTERNAL RULES AND REGULATIONS OF THE PARKING LOT**

#### **ARTICLE 1 - General provisions and responsibilities**

- 1.1 - In the absence of a prior written agreement with the ASBL CHIREC, upon entering these premises the user unconditionally accepts the General Conditions and use of the car park set out below.
- 1.2 - The service provided by the ASBL CHIREC is limited solely to the provision of parking spaces for motor vehicles to users. The ASBL CHIREC is not a depository, and so is not obliged in any way to guard or supervise the vehicles, nor is the ASBL CHIREC in any way responsible for the actions of third parties.
- 1.3 - The ASBL CHIREC shall not be liable for any damage suffered by user or done to his property, however that damage occurs, and in particular shall not be liable for damage resulting from accidents, thefts or vandalism occurring on these premises.
- 1.4 - Apart from the authorized vehicle, no other objects (such as tyres, containers, etc.) may be left on the premises. The cleaning, maintenance or repair of vehicles is prohibited on the premises.
- 1.5 - While the vehicle is parked:
  - No person or animal may stay inside the vehicle;
  - No object may be left inside the vehicle;
  - The entrance ticket or card shall not be left in the vehicle;
  - The vehicle must be locked and the windows shut.

#### **ARTICLE 2 - Entry to and exit from the car park**

- 2.1 - Access to the car park is absolutely prohibited to anyone who is not employed there or who does not have an entrance ticket or card. In the interest of the security of its customers, the ASBL CHIREC may ask anyone entering or already within the premises to show his identity papers and the documents relating to the vehicles brought into the premises.
- 2.2 - Users not in possession of a card that opens the automatic barriers, must take a ticket at the entrance of the premises.
- 2.3 - Users may only access these premises during opening hours, unless agreed otherwise between the ASBL CHIREC and user. The hours of opening are determined solely by the ASBL CHIREC. Notices displayed on the premises inform users of the opening hours.

- 2.4 - The user who is not in possession of a card that opens the automatic barriers has the right to park on all parking spaces except those located at level -1.
- 2.5 - Outside opening hours, vehicles may be removed from these premises only where an attendant of the ASBL CHIREC can be made available and the user agrees to make a prior payment as fixed by the ASBL CHIREC, in addition to the normal charge shown on the price list.
- 2.6 - No vehicle may be parked on the premises for more than 7 consecutive days without the prior written consent of the ASBL CHIREC. The ASBL CHIREC may remove any vehicle not meeting this obligation, at the expense and risk of the user.
- 2.7 - Access may be refused for any vehicle which cannot be parked in a normal parking space because of its size or because it is pulling a trailer. The ASBL CHIREC may permit access on condition that the user agrees to pay a charge increased in proportion to the number of parking spaces wholly or partially occupied by the vehicle. To prevent the automatic barrier closing too soon, the driver of a vehicle pulling a trailer should ask an attendant for assistance both when entering and leaving the car park.
- 2.8 - Access is prohibited for vehicles equipped with snow chains. Any damage caused by bringing such a vehicle into the car park in breach of this regulation shall be the responsibility of the user.
- 2.9 - Access is forbidden to:
- pedestrians;
  - bikes;
  - LPG vehicles;
  - vehicles over 2m10 height.
- 2.10 -It is strictly forbidden:
- to smoke and/or throw cigarette butts or other waste into the parking;
  - to block a fire door in the open position;
  - to park on the pedestrian crossings and in front of the access and/or evacuation doors.
- Any user contravening one or more of the aforementioned prohibitions will be billed for 50,00 Euros for each breach found.
- 2.11 - If an entrance ticket is lost; the vehicle may only leave the car park after:
- Payment of the charge calculated in de manner described below;
  - Presentation of the vehicles logbook and ignition key;
  - Presentation of the users' identity card or passport;
  - The user has signed the relevant form, duly filled in.

### **ARTICLE 3 - Prices and charges**

- 3.1 - The charges for using the car park are fixed solely by the ASBL CHIREC, in accordance with the legal and contractual provisions. Charges are to be paid by card. The ASBL CHIREC reserves the right to refuse payment in anything other than card. However, if

she accepts other forms of payment, it may require the payment of an additional fixed sum to cover any costs of obtaining the cash payment.

- 3.2 - Charges are calculated according to the length of time the vehicle spends in the car park, each hour begun being counted as a whole hour.
- 3.3 - The charges payable are those displayed on notices in the car park at the time when the vehicle leaves the premises.
- 3.4 - Users who are exempt from paying all or part of the charge must comply with the formalities necessary to earn their right to an exemption.
- 3.5 - When an entrance ticket is lost USER will pay for the time which he claims the vehicle stayed in these premises with as a minimum the amount due in the event of the loss of a ticket, shown on the price list displayed. If the user can provide proof of the length of stay of his vehicle in the car park, then the user need only pay the charge for a stay of that length. The ASBL CHIREC reserves the right to make a final but reasonable assessment of any proof offered.

#### **ARTICLE 4 - Traffic regulations outside and inside the car park**

- 4.1 - Traffic regulations are valid in the car park. Users driving inside the car park do so at their own risk and need to observe these rules.
- 4.2 - User must obey the signals and signs inside the car park and the verbal instructions given by the attendants of the ASBL CHIREC.
- 4.3 - The speed limit in these premises is 10 km/h.
- 4.4 - Inside the premises USERS shall drive with dipped headlights.
- 4.5 - Users must switch off their engines as soon as they have parked or when waiting in a queue and as soon as the signal "STOP MOTOR" is switched on.

#### **ARTICLE 5 - Withholding, immobilising, moving or removing vehicles**

- 5.1 - In the event of an accident or breakdown of a vehicle users shall immediately take the necessary measures to station their vehicles so that they do not in any way obstruct normal traffic in the premises.
- 5.2 - Users formally authorise the ASBL CHIREC to move their vehicles or to have them moved, within these premises, at the users' expense and risk, where:
  - Vehicles are not properly parked in the marked parking spaces;
  - Vehicles occupy partially or totally 2 parking spaces;
  - Vehicles are parked in a reserved parking space;
  - Vehicles obstruct traffic;
  - Vehicles are left for more than 7 consecutive days in the car park without prior written consent of the ASBL CHIREC;

- The needs or proper running of the car park so require it.

In such cases, the ASBL CHIREC has the right to immobilise vehicles, for example by means of wheel clamps “Denver”, before or after moving them. The cost of moving vehicles within these premises and or immobilisation is fixed at 90 € VAT included.

5.3 - Users formally authorise THE ASBL CHIREC to move their vehicles or to have them moved, outside these premises, at the expense and risk of the USERS or, when the identity of the USER is not known, of the owners of the vehicles where:

- Vehicles are left for more than 7 consecutive days in the car park without prior written consent of the ASBL CHIREC;
- Vehicles are not fitted with a registration plate enabling the users or the owner to be identified and contacted;
- In the reasonable opinion of the ASBL CHIREC, vehicles constitute a danger to people or property.

5.4 - Users formally authorise the ASBL CHIREC to withhold their vehicles within these premises, at users’ expense and risk, where:

- Vehicles have been involved in an accident, for the purpose of the accident report and for the period of time necessary for that purpose;
- User refuses, for whatever reason, to pay the charges or fees due.

#### **ARTICLE 6 - Interest in arrears and penalty clause**

6.1 - For any invoice unpaid on the due date, interest in arrears will be charged without any other demand, at the legal rate of interest applied in civil matters.

6.2 - Without prejudice to the interest in arrears mentioned above, invoices which are not paid on the due date and which remain unpaid 15 days after sending a request for payment by a letter sent by ordinary post, will be increased by 15 %, without any other warning, with a minimum of 50 € as a fixed sum payment, not including legal costs.

#### **ARTICLE 7 - Applicable law and disputes**

7.1 - Belgian law alone is applicable to contractual relations.

7.2 - The courts of the judicial district of Brussels shall have jurisdiction in respect of any dispute under these conditions. In any dispute within the jurisdiction of the Justice of the Peace in the judicial district of Brussels, the Justice of the Peace of Auderghem shall have jurisdiction.

7.3 - The English translation of these General Conditions and Rules are for information only and in the event of any dispute, regard shall be had only to the Dutch or French versions.