

HIBA General Parking Conditions

These general terms and conditions (“**General Parking Conditions**”) apply to the use of the parking facilities of the Holiday Inn Brussels Airport hotel (hereinafter referred to as "HIBA"), located at Holidaystraat 7, 1831 Brussels and owned by Padox Holidaystraat.

Article 1. Definitions

- a. **Customer:** Any natural or legal person who enters into an agreement with HIBA regarding the purchase of a parking service by the Customer from HIBA.
- b. **HIBA:** Service provider and owner of the Parking.
- c. **Parking:** A parking area or garage with associated spaces and grounds intended for the parking of Vehicles.
- d. **Parking Contract:** The agreement between the Parties based on these General Parking Conditions whereby HIBA provides the Customer with a parking space against payment of the applicable fees.
- e. **Parking Fee:** The amount payable by the Customer for the parking services.
- f. **Parking Period:** The period during which the Customer's Vehicle is parked. This is the period between the start date and time (including this date) and the end date and time (including this date) of parking.
- g. **Parking Services:** The parking services, including shuttle parking, valet parking and walking distance parking. Customer can always find the reserved Parking Services and explanations on its confirmation. Additional services can be purchased such as covered parking, electric charging or car washing which can be offered at extra cost.
- h. **Parking Ticket:** Voucher or confirmation of reservation which can be used as proof of the Reservation and to access the Parking.
- i. **Parties:** HIBA and the Customer jointly.
- j. **Platform:** A third party website on which HIBA's service(s) are offered.
- k. **Reservation:** The reservation made by the Customer online via the HIBA website or a Platform.
- l. **Vehicle:** The (motor) vehicle that the Customer delivers to HIBA in the context of the execution of the Parking Contract.

Article 2. Identity HIBA

Name: Padox Holidaystraat
Address: Holidaystraat 7, 1831 Diegem
Telephone: 02 720 58 65
E-mail: sales@hibrusselsairport.com
Register of legal persons - Chamber of Commerce: Antwerp
VAT: BE 0797 610 808

Article 3. Scope and conditions

- a. These General Parking Conditions apply to all Reservations made by the Customer. By making a Reservation, the Customer agrees and accepts to be bound by the General Parking Conditions set out herein and to conclude a Parking Contract based on these General Parking Conditions.
- b. Prior to the conclusion of the Parking Contract, the text of these General Parking Conditions shall be made available to the Customer on HIBA's website or on the Platform where the Reservation is made. If this is not reasonably possible, HIBA will indicate, prior to the conclusion of the Parking Contract, how the General Parking Conditions can be consulted.

- c. If any provision of these General Parking Conditions would be illegal, invalid or non-enforceable, the remaining provisions of these General Parking Conditions shall remain in force. In that event, the Parties shall enter into negotiations to reach an agreement on an alternative provision that comes the closest to the content, bearing and intention of the original provision.
- d. If any provision of these General Parking Conditions would be voidable, the annulment can result only from a court decision recognising the existence of the ground for nullity or from a written document signed by both Parties. Neither Party shall be entitled to unilaterally declare this Parking Contract null and void in whole or in part.
- e. HIBA is entitled at any time to modify or supplement these General Parking Conditions insofar such modification has been communicated to the customer to the e-mail address used to make the Reservation.

Commenté [K11]: @HIBA: please note that any modifications must be expressly communicated to the Customer and the Customer must accept such modification.

Article 4. Agreement

- a. The Parking Contract takes effect when the Customer hands over the Vehicle to HIBA, thus when HIBA takes possession of the Vehicle.
- b. The Reservation is based on the information provided by the Customer to HIBA or to the Platform on which the Reservation is made. The Parking Contract is executed on the basis of this information. This includes flight departure and arrival times, details of the Customer's Vehicle, etc. The Reservation is deemed to reflect the content of the Parking Contract accurately and completely. The provision of inaccurate and/or incomplete information is entirely at the Customer's expense and risk.
- c. The Parking Contract is concluded for the agreed Parking Period as set out in the Reservation. The Parking Period shall be extended and the provisions of the Reservation and the General Parking Conditions shall continue to apply in the event of a subsequent withdrawal of the Vehicle by the Customer. The Parking Fee, the extension fee and/or any additional charges are payable by the Customer and must be paid before the Vehicle is returned at the end of the (extended) Parking Period.
- d. The Customer is allocated a random space in the Parking unless an additional service such as covered parking is reserved.
- e. HIBA reserves the exclusive right to set the opening hours of the Parking. The Customer is informed of such opening hours through notices displayed on the premises.

Article 5. Reservation, payment and cancellation

- a. Payment: Payment is made online at the time of the Reservation, directly on the HIBA website or on the website of an associated Platform.
- b. Price: The Parking Fee will be calculated according to the applicable rates depending on the Parking Period and the reserved Parking Services. It is possible that the prices vary depending on the Platform used for the Reservation. The Parking Fee does not include the prices for the possible use of charging stations.
- c. Cancellation without 24 hours' notice: A Reservation may be cancelled without charge at least 24 hours before the start of the Parking Period. The cancellation must be made in writing to the party where the Reservation was made. [If the reservation was made through HIBA directly, and cancelled](#)

through HIBA, the refund by HIBA will be made to the bank account from which the payment of the Reservation was made.

- d. **Cancellation within 24 hours:** If a Reservation is cancelled within 24 hours of the start of the Parking Period, the full amount of the Reservation will be charged. The Customer will not be entitled to a refund.
- e. **No-show:** If the Customer has not cancelled the Reservation but does not show up, HIBA (or the Platform on which the reservation was made) is entitled to withhold the total amount of the Reservation. The Customer is not entitled to a refund.
- f. **Early pick-up:** If the Customer wishes to collect the Vehicle before the agreed Parking Period, there is no right to a (partial) refund of the agreed booking amount. Art. 5.97 of the Belgian Civil Code is expressly excluded. The agreed Parking Period may be changed, free of charge, up to 24 hours before the date for which the Reservation was made.
- g. **Subsequent pick-up:** If the Customer wishes to collect the Vehicle at a time/date later than the agreed Parking Period, a separate charge will be made for the time beyond the Parking Period, payable directly to HIBA. The agreed Parking Period may also be changed up to 24 hours prior to the start time of the Parking Period. In this case, the additional amount to be paid must be paid online directly at the time of the change.

Article 6. Parking, returns and complaints

- a. **Arrival:** the Customer can enter the Parking using the Parking Ticket. Upon arrival, the Customer must follow HIBA's instructions. The booking confirmation will indicate whether the keys are to be returned to HIBA.
- b. **Return of the Vehicle:**
 - The Customer is only entitled to return of the Vehicle until full payment of the full amount of the Parking Fee and all additional fees and charges.
 - If the Customer has booked the airport shuttle or valet service, The Customer must call HIBA at the designated telephone number once he/she has landed. The Vehicle will be returned to the Customer upon presentation of valid identification proving that the Parking Contract has been entered into by the Customer. HIBA reserves the right to suspend the delivery of the Vehicle if the above documents cannot be produced or if there is reasonable doubt about the identity of the person wishing to take possession of the Vehicle. On return of the Vehicle, the Customer must sign (electronically) for receipt. If a different process for returning and receiving the Vehicle is described in the Reservation his will prevail.
 - In case of a simple Reservation (without valet parking, shuttle service or handing over of the keys) the Customer will collect the Vehicle independently, provided that all parking fees have been paid.
- c. **Delay:** The return flight specified in the Reservation, unless not known in advance, is decisive for the readiness of the Customer's Vehicle for return in the case of a Reservation with valet service. HIBA has a best effort obligation to have the Customer's Vehicle ready upon arrival to the extent possible, however, the Customer may have to wait for the Vehicle upon return. HIBA cannot be held responsible for this. The Customer is responsible for reporting any changes in the arrival time of the return flight. Failure to report time changes (in time) is entirely at the Customer's expense and risk. Any additional costs will be charged to the Customer.

Commenté [ML2]: @HIBA: is this correct?

Commenté [CH3R2]: When booked online, we do not handle refunds. the parking platform do (Parkos or Vliegen en Parkeren), so not sure on what bank account they proceed - Reservations made directly with HIBA will indeed be refunded on the used bank account

Commenté [ML4R2]: Ok. We updated the clause accordingly.

Commenté [K15]: ???

- d. Waiting: A standard waiting time is included in the rates. In case of a flight delay of less than 4 hours, HIBA will not charge any additional waiting time. In case of a flight delay of more than 4 hours, HIBA will be entitled to charge additional costs to the Customer.
- e. Complaints regarding parking services, including alleged damage, must be reported by the Customer to HIBA immediately after the return of the Vehicle. Once the damage report has been submitted in writing, the relevant HIBA department will process the report and contact the Customer about it. In the absence of a written damage report, HIBA will not be able to process the claim and all claims by the Customer will lapse.
- f. The lodging of a complaint does not release the Customer from his obligation to pay and payment, if any, by HIBA does not amount to an admission of liability.

Article 7. Obligations of the Customer

- a. The Customer is responsible for ensuring that no valuables are left in the Vehicle and that the Vehicle is locked and the windows are shut (unless the Customer has booked the valet service).
- b. The Customer is obliged to ensure that the Vehicle is properly insured during the Parking Period, with at least third-party cover. The Customer is obliged to provide proof of this at HIBA's first request.
- c. The Customer is obliged to report any damage and/or other (technical) defects on or to the Vehicle to the HIBA valet (who takes possession of the Vehicle), failing which the right to complain about all related damages will lapse.
- d. Vehicles on the Parking must comply with the same conditions as vehicles parked on the public highway. The Belgian Highway Code and any other regulations relating to traffic on the public highway also apply on the Parking, insofar as there is no explicit deviation from this by HIBA, such as the maximum speed of 10 km/h the traffic directions or other indications in the Parking.
- e. In case of a covered Parking, the Customer shall switch on the car lights of his Vehicle during the day and night, regardless of the intensity of the interior lighting, while he is driving in the Parking. In the event of any waiting inside a covered Parking, the Customer must immediately stop the engine of his Vehicle.
- f. In the event of an accident in the Parking, the Customer shall ensure that his Vehicle does not interfere in any way with the normal flow of traffic within the Parking.
- g. The use of snow chains is strictly prohibited. Any damage caused by the use of snow chains, despite the prohibition, will be charged to the Customer.
- h. It is not permitted to perform repairs to the Vehicle or other activities in the Parking, unless explicit permission by HIBA.

Article 8. Parking obligations and powers

- a. HIBA is authorised to park the Customer's Vehicle (and to move it in case of a Reservation with valet service) in its Parking.
- b. HIBA has an obligation to act as a good custodian. HIBA operates with one of the following measures: camera surveillance, fencing or gates or 24-hour surveillance on its parking areas. In this way, HIBA fully meets its duty of care as a custodian.

- c. Upon request of the Customer, the HIBA valet parking operator shall show his driving licence and an identity document.
- d. HIBA's valet is authorised to make changes to, among other things, the position of the Vehicle's seat and mirror, which are necessary for the safe operation of the Vehicle.
- e. If HIBA is unable to provide the Parking Service confirmed in the Reservation (e.g., if no Parking space is available or no staff is present), HIBA will offer an alternative and equivalent Parking Service to the Customer at a price equal to the Reservation amount.
- f. HIBA has an obligation of means, not an obligation of result.

Article 9. Charging stations

- a. If the Parking is equipped with charging stations provided by third parties, for the use of such charging stations, there is a contractual relationship between the Customer and the supplier of the charging station.
- b. HIBA Parking prices do not include the price for the use of the charging stations. The price for the use of the charging stations is determined by the supplier of the charging stations and is paid directly to the supplier of the charging stations.
- c. HIBA is not liable for damages resulting from the use of the charging stations.
- d. HIBA is unable to guarantee that electric charging is always available.

Article 10. Damage and liability

- a. If the Customer falls short in complying with any obligation pursuant to applicable laws or these General Parking Conditions, the Customer shall be liable to compensate HIBA for any damage that is or may be suffered by HIBA as a consequence of the aforesaid error, negligence or any other default. The Customer shall compensate HIBA for any damage to the Parking or its facilities caused by the Customer.
- b. HIBA cannot be held liable for failures arising from use of the Parking or Parking Services offered by HIBA, unless the Customer is able to demonstrate wilful misconduct on the part of HIBA.
- c. In any event, HIBA will never be liable for damages suffered by the Customer if these damages are compensated by the Customer's insurer, which obliges the Customer to declare any damage, failing which he will lose his rights for compensation.
- d. HIBA is not liable for loss or theft of the Vehicle or personal property if such loss or theft is due to a force majeure, meaning a cause beyond HIBA's reasonable control or if HIBA has taken all reasonable measures to prevent such loss or theft.
- e. HIBA will never be liable for damages caused by incomplete or insufficient information provided by or on behalf of the Customer.
- f. The Customer indemnifies HIBA against all claims of third parties arising from and/or related to the services performed by HIBA.

Article 11. Force majeure

In no event shall HIBA be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, circumstances beyond its reasonable control, including, without limitation, strikes, vandalism, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Article 12. Privacy Policy

- a. HIBA processes the Customer's personal data in accordance with its privacy policy, which can be found at: <https://www.holidayinnbrusselsairport.com/privacy-policy-2/>. In this policy, you can find more information on your rights as a data subject.

Article 13. Other provisions

- a. All legal relations between the Parties shall be governed exclusively by Belgian law.
- b. All disputes arising from or in connection with the legal relationship between the Parties shall be subject to the exclusive jurisdiction of the courts of the judicial district of Brussels.

Commenté [ML6]: @HIBA: on the website you will need to insert the link to your privacy policy here.

Commenté [CH7R6]: OK

Commenté [ML8]: @HIBA: please insert the link to the privacy policy here. The Privacy Policy needs to be completed to also provide for the processing of personal data in the context of car park reservations.

Commenté [CH9R8]: URL OK - can you please adjust the privacy policy accordingly ?

Commenté [ML10R8]: Privacy policy is adjusted. See attached to e-mail.