

General Terms and Conditions: The Car Port & Spa

Article 1. Definitions

- a. The Car Port & Spa: The service provider and user of these general terms and conditions.
- b. The Customer: Any natural or legal person who negotiates the conclusion of a contract with The Car Port & Spa and/or enters into an agreement with The Car Port & Spa concerning the purchase of a parking service by the Customer from The Car Port & Spa.
- c. Platform: A third party website on which the service(s) of The Car Port & Spa are offered.
- d. The Parking Agreement: The agreement between the Parties whereby The Car Port & Spa, on behalf of the Customer, takes possession, parks and delivers the Customer's Vehicle against payment of the costs.
- e. The 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.
- f. Parking Facility: Parking area or garage with associated spaces and grounds intended for the parking of Vehicles.
- g. Parking form: The form of the parking service, including shuttle parking, valet parking and parking within walking distance. You can always find the Parking Form and explanation on your Parking Ticket.
- h. Options: Additional services to be purchased such as covered parking, electric charging or car washing that are offered at an additional cost.
- i. Facilities: Characteristics of the Parking Service concerns the service and security such as camera surveillance, fencing, toilet facilities, 24-hour availability or key retention, among others.
- j. Parking ticket: Voucher or booking confirmation that can be used as proof of the Reservation and also to gain access to the Parking Facility.
- k. Parking Fee: The amount payable by the Customer for concluding the Parking Service.
- l. Parties: The Car Port & Spa and the Customer jointly.
- m. The Reservation: The reservation made by the Customer online via the website of The Car Port & Spa or a Platform of which The Car Port & Spa is a member.
- n. The Vehicle: The (motor) vehicle that the Customer delivers to The Car Port & Spa in connection with the made Reservation and/or the Parking Agreement concluded between the Parties.
- o. Electric Charging: The possibility of charging the (electric) Vehicle at one of the charging points available at the Parking Facility(s).

Article 2. Identity

Name (as registered in the trade register): The Car Port & Spa

Address: 504 Great Eastern Highway, 6104, Redcliffe WA

Telephone: 61892774441

Email: info@thecarportandspa.com.au

ABN/VAT: 99659757463

Article 3. Applicability and conditions

- a. These General Terms and Conditions apply to all Reservations made by the Customer and to all (Parking) Agreements between The Car Port & Spa and the Customer.
- b. Prior to the conclusion of the agreement, the text of these General Terms and Conditions shall be made available to the Customer on the website where the reservation is made. If this is not reasonably possible, The Car Port & Spa shall indicate, prior to the conclusion of the agreement, the manner in which the General Terms and Conditions can be viewed.
- c. If any provision of these General Terms and Conditions is annulled or is null and void, the other provisions of these General Terms and Conditions will remain in force. In such a case, the Parties will enter into negotiations to reach agreement on an alternative provision that will approach the purport of the original provision as closely as possible.
- d. Applicability of any General Terms and Conditions used by the Customer is expressly rejected. These explicitly do not form part of the Parking Agreement.
- e. Any deviations from these General Terms and Conditions must be agreed in writing.

Article 4. The agreement

- a. The Parking Agreement shall commence when the Customer hands in the Vehicle, thus, when the Vehicle is taken into possession by The Car Port & Spa.
- b. The Reservation is based on the information provided by the Customer to The Car Port & Spa. The Parking Agreement is executed based on this information. This includes the departure and arrival times, the details of the Customer's Vehicle and the like. The Reservation is deemed to accurately and fully reflect the content of the Parking Agreement. The provision of inaccurate and/or incomplete information is entirely at the expense and risk of the Customer.
- c. The Parking Agreement is concluded for the agreed Parking Period as stated in the Reservation and the Parking Agreement. The provisions of the Reservation, the Parking Agreement and the General Terms and Conditions shall remain in force should the Vehicle be collected at a later date. The costs for the longer period as well as any additional costs involved shall be borne by the Customer and must be paid before the Vehicle is returned at the end of the Parking Period.
- d. The Customer is provided with a random slot in the Parking Facility, unless a specific option such as Covered Parking is booked.

Article 5. Booking, Payment and Cancellation

- a. Payment: Payment is made online when the reservation is made, directly on the website of The Car Port & Spa or on the website of an allied Platform.
- b. Price: The Parking Fee will be calculated according to the rates set by The Car Port & Spa based on the period the Customer's vehicle is in the parking facility. The prices mentioned in the offer of products or services include VAT.
- c. Cancellation outside 24 hours' notice: a Reservation can be cancelled free of charge at least 24 hours before the start of the Parking Period. Cancellation must be made in writing to the party where the reservation was made.
- d. Cancellation within 24 hours: if the cancellation of a Reservation is made within 24 hours prior to 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 nevertheless does not show up (no show), The Car Port & Spa is entitled to withhold the full amount of the Reservation. The Customer is not entitled to a refund.
- f. Earlier collection: If the Customer wishes to collect the Vehicle earlier than the agreed Parking Period, there is no right to a (partial) refund of the agreed amount of the Reservation. The

agreed Parking Period can be changed up to 24 hours before the return date at the party where the reservation was made.

- g. Later pick up: If the Customer wishes to pick up the Vehicle at a later time/date than the agreed Parking Period, a separate charge shall be made for the time that the Parking Period is exceeded, payable directly to The Car Port & Spa. The agreed Parking Period can be changed up to 24 hours before the return time at the party where the reservation was made. In this case, the additional amount to be paid must be paid online directly during the change.

Article 6. Parking, returns and complaints

- a. Parking: Upon arrival, the Customer must follow the instructions of The Car Port & Spa. The booking confirmation states whether the keys must be returned to The Car Port & Spa.
- b. Return: The Customer must call The Car Port & Spa at the designated phone number once he/she has landed. The Vehicle shall be returned to the Customer upon presentation of a valid ID proving that the Parking Agreement was entered into by the Customer. The Car Port & Spa reserves the right to suspend delivery of the Vehicle if the above documents cannot be produced or if there is reasonable doubt as to the identity of the person wishing to take possession of the Vehicle. When returning the Vehicle, the Customer must sign (digitally) for receipt. If a different process for returning and receiving the Vehicle is described in the Parking Ticket, this will prevail.
- c. Delay: The return flight specified in the Reservation, unless not known in advance, is decisive for the Customer's Vehicle to be ready upon return. The Car Port & Spa has a best effort obligation to have the Customer's vehicle ready upon arrival as much as possible, however, the Customer may have to wait for the vehicle upon return. The Car Port & Spa cannot be held liable for this. The Customer is obliged to report any change in the arrival time of the return flight. Failure to report changed times (on time) is entirely at the expense and risk of the Customer. Any additional costs will be borne by the Customer.
- d. Waiting: A standard waiting time is included in the tariffs. In the event of a flight delay of less than 4 hours, The Car Port & Spa will not charge any additional waiting time. In the event of a flight delay of more than 4 hours, The Car Port & Spa shall be entitled to charge any additional costs to the Customer.
- e. By means of a (digital) signature, the Customer declares that the Vehicle will be in the same condition when it is returned as when it was taken back.
- f. Complaints about The Car Port & Spa services, including alleged damages, must be reported by the Customer to The Car Port & Spa immediately upon returning the Vehicle. After the damage report has been submitted in writing, the relevant department of The Car Port & Spa shall handle the report and contact the Customer about it. In the absence of a written report of damage, the The Car Port & Spa shall not be able to process the complaint and all claims of the Customer shall lapse.
- g. Complaints submitted to The Car Port & Spa shall be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, The Car Port & Spa shall respond within the 14-day period with a notice of receipt and an indication of when the Customer can expect a more detailed answer.
- h. The submission of a complaint shall not release the Customer from his/her obligation to pay.

Article 7. Customer obligations

- a. The Customer is obliged to ensure that no valuables are left behind in the Vehicle.
- b. The Customer is obliged to ensure that the Vehicle is adequately insured during the Parking Period, with at least third-party cover. The Customer is required to demonstrate this at the first request of The Car Port & Spa.
- c. The Customer is required to report any damage and/or other (technical) defects to or of the Vehicle to (the driver of) The Car Port & Spa (who takes possession of the Vehicle), in default of which the right to complain about any related damage shall lapse.

Article 8. Obligations and powers of: The Car Port & Spa

- a. The Car Port & Spa is authorized to park and move the Customer's Vehicle at key-pay parking facilities.
- b. The Car Port & Spa has the obligation to behave as a good custodian. The Car Port & Spa operates with one of the following measures: camera surveillance, fence or barrier or 24-hour surveillance at its parking areas. In this way, The Car Port & Spa comprehensively fulfils its duty of care as a custodian.
- c. The driver of The Car Port & Spa is required to show the Customer his/her driver's license and identification upon request.
- d. The Car Port & Spa is authorized to make changes to, among other things, the position of the seat and mirror of the vehicle, which are necessary for the safe use of the vehicle.
- e. The Car Port & Spa is obliged to handle the personal data obtained in connection with the Reservation with due care and to act in accordance with the applicable privacy legislation.
- f. The Car Port & Spa undertakes to park the Customer's Vehicle with qualified and skilled staff. This means that The Car Port & Spa employees must have had a valid driver's license for at least two years, must be able to present proof of good conduct, must take adequate breaks during the work and must not consume any stimulants (including alcoholic beverages) twelve hours before commencement of and during the work.
- g. On the part of the The Car Port & Spa, there is an obligation of effort, not an obligation of result.

Article 9. Damage and Liability

- a. The The Car Port & Spa shall never be liable for any damage suffered by the Customer if the Customer has not reported such damage in time and/or correctly in accordance with these General Terms and Conditions.
- b. Damages to the vehicle can only be accepted if the Customer can prove that the damage was not already present when the vehicle was taken back, but was present when the vehicle was returned. The photographs and/or records of The Car Port & Spa shall be conclusive, subject to evidence to the contrary from the Customer.
- c. The Car Port & Spa shall never be liable for any damage suffered by the Customer if such damage is compensated by the Customer's insurer, whereby the Customer is obliged to report any damage, failing which he/she shall forfeit his/her rights.
- d. Without prejudice to the provisions of paragraph d of this article, The Car Port & Spa shall not be liable for any damage arising to the Customer's Vehicle during the provision of services, for loss or reduction of no-claim discount and/or for reduction of bonus-malus discount on the Customer's car insurance policy.
- e. The Customer indemnifies The Car Port & Spa against all third party claims arising from and/or relating to the work to be carried out by The Car Port & Spa.
- f. No rights can be derived from submitting claims when returning the Vehicle, in the sense that only timely complaints have been made. However, this does not lead to recognition of liability. An employee of The Car Port & Spa shall never make any promises regarding the recognition of liability. The relevant department of The Car Port & Spa that assesses complaints is only entitled to confirm any acknowledgement of damage.
- g. The Car Port & Spa shall never be liable for damage caused by incompleteness or inadequacy of the information provided by or on behalf of the Customer.

Article 10. Force majeure

- a. A failure on the part of The Car Port & Spa shall not be imputable to it if The Car Port & Spa is in a state of force majeure. The Car Port & Spa is therefore not liable for any damage as

referred to in Article 9 caused by or in any way related to a force majeure situation on the part of The Car Port & Spa.

- b. Force majeure is understood to mean any circumstance beyond the control of The Car Port & Spa which temporarily or permanently prevents performance of the parking contract and which should not be at the risk of The Car Port & Spa, neither by law nor according to standards of reasonableness and fairness. This includes: strikes, vandalism, power failures, fires, explosions, water damage, lightning strikes, other damaging natural phenomena beyond the control of The Car Port & Spa or failure of auxiliary persons.

Article 11. Privacy

- a. The Car Port & Spa processes the Customer's personal data pursuant to the execution agreement.
- b. When The Car Port & Spa processes personal data of the Customer, this shall be done with the utmost fairness and care and in accordance with the AVG.
- c. The Car Port & Spa shall only use the personal data insofar as this is necessary to be able to serve the Customer. The personal data will not be kept longer than is legally permissible or necessary for the execution of the agreement.
- d. The Car Port & Spa shall take technical and organizational measures to ensure an appropriate security level with regard to personal data, taking into account the state of the art and the nature of the processing.

Article 12. Other provisions

- a. All legal relationships between Parties shall be exclusively governed by the national law where the Company has its registered office.
- b. All disputes arising from or connected with the legal relationship between Parties shall be submitted exclusively to the competent court in the immediate vicinity where The Car Port & Spa has its registered office, unless provisions of mandatory law dictate otherwise.
- c. The Car Port & Spa shall at all times be entitled to amend or supplement the General Terms and Conditions.