



# GENERAL TERMS AND CONDITIONS applicable to 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.

**Reserved Parking:** SNBV parking products that can be booked via the Website, viz.:  
**Excellence Parking:** exclusive parking in the SNBV Excellence Parking car park (next to terminal);  
**Park & Travel 3/4/5:** low-cost parking in the SNBV Park & Travel 3/4/5 car parks for more than two days;  
**Privium Parking:** front parking in the SNBV Visitors Parking car park and in the SNBV Park & Travel 3 car parks;  
**Schiphol Smart Parking:** parking in the SNBV Park & Travel car parks at a reduced rate;  
**Visitors Parking:** brief parking in the SNBV Visitors Parking 1 and Visitors Parking 2 car parks (opposite the terminal).

**Motor Vehicle:** A Motor Vehicle as described in the Road Traffic Act 1994.

**Parking facility:** (Underground) car park including spaces and areas designated for parking Motor Vehicles.

**Car Park User:** The owner, registered owner, user of or passenger in a Motor Vehicle who wishes to take, or has taken, the 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 use of the Parking Facility.

**Parking Period:** The period during which the Motor Vehicle is physically parked in the Parking Facility, which is the period from the parking start date (including this date) to the actual parking end date (including this date), which period is calculated on the basis of the entry and exit times recorded by the PMS.

**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.

<b><u>Reservation period:</u></b>	The period indicated by the Car Park User in his Reserved Parking booking in advance 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 indicated parking end date (including this date).
<b><u>SNBV:</u></b>	Schiphol Nederland B.V., with its registered office at Evert van Beekstraat 202, Amsterdam Airport Schiphol, Haarlemmermeer
<b><u>Short Stop Parking:</u></b>	Parking Facility with incrementing rate structure linked to the Parking Period, during which the first 15 minutes is free parking. This does not apply when entering for the second time on the same day.
<b><u>Terms and Conditions:</u></b>	These General Terms and Conditions applicable to One-Off Parking Agreements.
<b><u>Website:</u></b>	The internet website managed by SNBV, with website address <a href="http://www.schiphol.nl">www.schiphol.nl</a> .

## **Article 2    Applicability of the terms and conditions**

- 2.1 These Terms and Conditions apply as of 1 October 2011 and replace all previous terms and conditions relating to the 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 exclusively apply to One-Off Parking Agreements. One-Off Parking Agreements are concluded:
  - by acquiring a car park ticket at the entrance of the Parking Facility
  - by entering or exiting using a credit card, during which the parking duration is recorded in the PMS
  - by means of a one-off reservation
  - by means of a car park ticket ordered and received in advanceThe terms and conditions in relation to other parking agreements shall be provided on conclusion of the agreement.
- 2.4 If any provision of these Terms and Conditions proves to be null and void, is voided or otherwise becomes legally invalid, the other provisions of these Terms and Conditions shall remain in force to the fullest possible extent, insofar as this is in keeping with the purpose and purport of these Terms and Conditions. The voided provision shall be replaced with a valid provision, preserving 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 the Car Park User has obtained 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 being located within the Parking Facility with the Motor Vehicle shall be decisive.
  - b. in the event 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 is equal to the Parking Period.

- 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.

**Article 4 Access**

- 4.1 Provided sufficient space is available, valid Proof of Parking or an accepted Reserved Parking booking grants the right to access the Parking Facility and to park one Motor Vehicle.
- 4.2 The SNBV Parking Facilities are open 24 hours per day.
- 4.3 Only Motor Vehicles with a maximum length of 5.00 metres, a maximum width of 1.90 metres and a weight below 2500 kilograms shall be granted access to the Parking Facility; the height of these Motor Vehicles must not exceed the height indicated at the entrance to the Parking Facility.
- 4.4 SNBV is entitled to refuse any Motor Vehicle accessing the Parking Facility if so deemed desirable by SNBV, with due observance of the principle of reasonableness and fairness. Reasons for such refusal shall include knowledge or suspicion on the part of SNBV 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 the 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 so deemed necessary by SNBV. The condition of a vehicle may constitute grounds for SNBV to remove, or arrange for the removal of, this vehicle from the Parking Facility, without this 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 the risk and expense of the Car Park User at all times and taken out of the Parking Facility where necessary.

**Article 5 Instructions for use**

- 5.1 Whilst present within the Parking Facility, the Car Park User must behave 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 bound by the General Airport Regulations and the Supplementary Airport Regulations for Amsterdam Airport Schiphol. The Car Park User is further bound by the Schiphol Regulations (chapters 1 to 5 inclusive and 14), as well as by any future amendments or new versions thereof, as soon as these take effect, except where these Terms and Conditions explicitly depart from the aforesaid Regulations. The current version of the Schiphol Regulations can be consulted at the Website, at all times.
- 5.3 The Car Park User shall further be obliged to follow any instructions issued by SNBV personnel to move the vehicle to the designated space or a space to be designated, and to behave in such a way that traffic in and/or around the Parking Facility is not obstructed and safety is not compromised.

- 5.4 Without the prior written permission of SNBV, Motor Vehicles may not be parked in the Parking Facility for longer than 90 consecutive days. If this period is exceeded, the Car Park User, in addition to the Parking Fee for parking during the 90-day period, shall be liable to pay 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 vehicle in the Parking Facility for a period of more than 90 days and, despite a written request or demand by SNBV, refuses or is unable to remove the abandoned vehicle for any reason, SNBV shall be entitled to remove, or arrange for the removal of, the abandoned vehicle from the Parking Facility within 14 days of the request or demand and to store it elsewhere. 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 shall be 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 and 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 Restrictions on use**

- 6.1 It is prohibited to:
- a. use the Parking Facility for any purpose other than the parking of Motor Vehicles;
  - b. offer, distribute, sell or hire out goods or services in or near the Parking Facility;
  - c. advertise in or on the Parking Facility. In the event of any unauthorised advertisement messages, the costs of removal shall be recovered from the person responsible;
  - d. enter or access the Parking Facility with any type of trailer, including caravans;
  - e. smoke or start an open fire within the Parking Facility;
  - f. bring or store explosive, inflammable or otherwise hazardous and/or harmful substances in the Parking Facility, with the exception of motor fuel in the fuel tank of the Motor Vehicle designed for this purpose;
  - g. leave waste in the Parking Facilities, with the exception of small items of waste, which must be placed in the bins provided for that purpose.
- 6.2 The engine of a Motor Vehicle may only be running insofar as this is necessary for the immediate entry to or exit from the Parking Facility or 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. SNBV reserves the right to change these rates.
- 7.2 Following payment at a ticket machine, 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. For Visitors Parking and Privium Parking this period is fifteen (15) minutes and for Park & Travel 3/4/5 sixty (60) minutes. 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.
- 7.3 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.

- 7.4 It is prohibited to remove a Motor Vehicle from the Parking Facility without paying for the 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 5.5 of these Terms and Conditions shall be implemented. If, despite reasonable effort, it proves impossible to obtain the owner's name and address, implementing the provisions of Article 5.5 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 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 the 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 caused by the Car Park User to the Parking Facility or the PMS 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. A loss assessment carried out by or on behalf of SNBV shall be decisive in calculating the loss amount. 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 pay SNBV 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 all times 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 meeting its obligations arising from the One-Off Parking Agreement can no longer be reasonably required by the Car Park User. Such circumstances in any event include industrial action, fire, government measures, operational failures and breach of contract by third parties.

## **Article 9 Privacy provisions**

- 9.1 When entering the Parking Facility, the Motor Vehicle registration number is recorded in the PMS and printed on the exit ticket for the following purposes:
- counteracting fraud: in the event of loss of the exit ticket, the recorded registration number can be used to verify when the relevant Motor Vehicle entered the Parking Facility in order to calculate the corresponding parking rate;
  - security: when exiting, the system checks whether the registration number of the Motor Vehicle corresponds to that on the exit ticket.
- 9.2 The Motor Vehicle registration number is automatically removed from the PMS once the vehicle exits the Parking Facility.

- 9.3 If the Car Park User uses the Reserved Parking service, SNBV, in addition to the purposes referred to in subparagraph 9.1, processes the personal data of the Car Park User for the purposes described in Article 5 of the Special Provisions of these Terms and Conditions.
- 9.4 If the Car Park User parks in the Short Stop Parking Facility, the Motor Vehicle registration number is recorded in the PMS and printed on the exit ticket in order to recognise the Motor Vehicle for the purpose of rate calculation when re-entering on the same day. The Motor Vehicle registration number is automatically removed from the PMS at 12 midnight on that day.

**Article 10 Additional provisions**

- 10.1 SNBV reserves the right to change these Terms and Conditions. The most recent version of the Terms and Conditions is published on the Website.
- 10.2 All written communications, including demands, arising from or relating to these Terms and Conditions must be sent to:

**Schiphol Nederland B.V.**  
**Schiphol Parking & Mobility Services**  
**Postbus 7501**  
**1118ZG Schiphol**

**Article 11 Applicable law and competent court**

- 11.1 All One-Off Parking Agreements are governed exclusively by Dutch law.
- 11.2 Any relevant dispute arising between the parties shall be submitted exclusively 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- The Parking Facility**

**1.1** By making a Reserved Parking booking via the Website, stating the exact Reservation Period, the Car Park User can reserve a parking place within the framework of one of the following SNBV parking products: Schiphol Smart Parking, Park & Travel 3/4/5, Visitors Parking, Privium Parking and Excellence Parking.

**1.2** The Reserved Parking booking solely grants the right of parking a Motor Vehicle in the Parking Facility that corresponds to the relevant parking product, as specified on the Website. The Reserved Parking booking does in any case not grant the right to park in other Parking Facilities. With regard to Park & Travel 3, 4 and 5, SNBV reserves the right to refer Car Park Users with a reservation for one of the Park & Travel Parking Facilities to one of the other Park & Travel Parking Facilities, for reasons of its own.

### **Article 2 - Reservation, change and cancellation**

**2.1** The Car Park User can only book Reserved Parking by completing the booking form for the desired parking product via de Website.

**2.2** Reserved Parking is subject to the following booking terms:

<b>Parking product</b>	<b>Booking notice</b>
Schiphol Smart Parking	Up to seven (7) days prior to the Parking Period start date
Park & Travel 3/4/5	Up to 24 hours prior to the Parking Period start date
Visitors Parking	Up to 24 hours prior to the Parking Period start date
Privium Parking	Up to 24 hours prior to the Parking Period start date
Excellence Parking	Up to 24 hours prior to the Parking Period start date

**2.3** The Reserved Parking booking is subject to availability of the number of parking places designated to the Reserved Parking product. If parking places are not (or no longer) available, SNBV shall not accept the booking and 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 Reservation Period on the booking form. Once the Car Park User has made his choice, the full specifications of the product are shown accompanied by a statement of the Parking Fee due. Subsequently, the Car Park User is asked if he wishes to proceed to the electronic payment facility to pay the Parking Fee due. If the Car Park User then clicks the button to finalise payment, the One-Off Parking Agreement for the relevant Reserved Parking product with SNBV is concluded, and the Car Park User shall be bound by the reservation he made towards SNBV.

**2.5** After having finalised the reservation or booking, SNBV shall confirm this by means of an e-mail message sent to the e-mail 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 can at all times change or cancel his reservation by means of a special login module under the "My reservation" option on the Website. Changing or cancelling a reservation for Reserved Parking is subject to the following terms:

<b>Parking product</b>	<b>Change/cancellation notice</b>
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**SCHIPHOL NEDERLAND B.V.  
R/SP&MS**

Schiphol Smart Parking	Up to seven (7) days prior to the Reservation Period start date
Park & Travel 3/4/5	Up to 24 hours prior to the Reservation Period start date
Visitors Parking	Up to 24 hours prior to the Reservation Period start date
Privium Parking	Up to 24 hours prior to the Reservation Period start date
Excellence Parking	Up to 24 hours prior to the Reservation Period start date

**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, after deduction of the relevant cancellation charges listed below, if applicable, by crediting his credit card/bank account.

<b>Parking product</b>	<b>Cancellation charges</b>
Schiphol Smart Parking	€ 10
Park & Travel 3/4/5	€ 5
Visitors Parking	€ 3
Privium Parking	n/a
Excellence Parking	n/a

**2.8** In the event of cancellation or changing a Reserved Parking booking contrary to the conditions set out in Article 2.6, no Parking Fees shall be refunded.

**Article 3 - Parking Fee and payment**

**3.1** Contrary to the provisions of Article 7.2 of the General Provisions of these Terms and Conditions, the Car Park User can pay the Parking Fee payable for the Reserved Parking booking by means of a valid credit card or the Ideal scheme, depending on the parking product, using the electronic payment facility on the Website. Approval of payment in that electronic payment facility represents 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 with the 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** SNBV shall state any interim changes in the rates on the Website. An interim change made in the period after the Car Park User having finalised the booking and before the Reservation Period start date does not affect the parking charges for that 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, entry code or Privium Plus card and they are explained in further detail in this article and apply to all cases where no ticket needs to be acquired by means of 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 or Privium Plus Card as entry key).

**4.1.1.** Credit card: Both when entering and exiting the Parking Facility, the Car Park User must insert the credit card used to make the payment in the appropriate slot of the barrier system. Subsequently, the

card details and payment are checked. If the details are correct and the payment made, the barrier shall be raised. If the Reservation Period does not correspond to the Parking Period, the excess period is automatically charged against the credit card.

Using a valid credit card as entry key for multiple, overlapping Parking Periods and/or 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.

4.1.2. Registration number: The registration number is automatically recognised upon entry. An exit ticket with registration number and Reservation ID is presented. The following text appears in the display: "your reservation has been recognised". The Car Park User must present the exit ticket when leaving the Parking Facility. Provided the Reservation Period corresponds to 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 parking managers or the point-of-sale terminals and/or make the additional payment by presenting his credit card when exiting, after having entered the exit ticket.

4.1.3. Entry code: Provided the Car Park User selected this option during the reservation process, SNBV shall include an entry code in the confirmation e-mail. This code must be entered in the entry pillar, after which the exit ticket with registration number and Reservation ID is presented. Subsequently, the same procedure applies as described in Article 4.1.2.

4.1.4. Privium Plus Card: Both when entering and exiting the Parking Facility, the Car Park User must insert the Privium Plus Card used to make the reservation in the appropriate slot of the barrier system. The Privium Plus Card and the reservation are recognised upon entry and the barrier is automatically raised. Provided the Reservation Period corresponds to 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 the excess period by presenting his credit card.

4.2 Entering the Parking Facility at a date/time earlier or later than the Reservation Period start date or exiting the Parking Facility at a date/time earlier or later than the Reservation Period end date is possible, subject to the following conditions:

*Entering earlier*

- a. If the Car Park User, who has made a *Reserved Parking* booking, *enters* the Parking Facility at an *earlier date/time* than the start date/time of the Reservation Period, he must pay an additional amount equal to the full, regular parking rate applicable at that time for that period up to the start of the Reservation Period. The amount charged on account of exceeding the Reservation Period must be paid by the Car Park User separately, in accordance with the method described in Article 4.1.

*Entering later*

- b. If the Car Park User, who has made a *Reserved Parking* booking, *enters* the Parking Facility at a *later date/time* than the start date/time of the Reservation Period, it does not affect the end date/time of the Reservation Period: the end date/time remains unchanged. The Car Park User is not entitled to a refund of any part of the Parking Fees paid.

*Exiting earlier*

- c. If the Car Park User, who has made a *Reserved Parking* booking, *exits* the Parking Facility at an *earlier date/time* than the end date/time of the Reservation Period, the Parking Period ends on the date/time at which the Car Park User physically leaves the Parking Facility with his Motor Vehicle. Exiting and entering again during the Parking Period is not possible: the first time that the Car Park User leaves the Car Park Facility, the Parking Period ends automatically. The Car Park User is not entitled to a refund of any part of the Parking Fees paid.

*Exiting later*

- d. If the Car Park User, who has made a *Reserved Parking* booking, *exits* the Parking Facility at a *later date/time* than the end date/time of the Reservation Period, he shall be charged for the time that he exceeds the Reservation Period in accordance with the amounts listed below. The amount charged on account of exceeding the Reservation Period must be paid by the Car Park User separately, in accordance with the method described in Article 4.1.

Parking product	Additional amounts per additional day or parts thereof
Schiphol Smart Parking	€ 10 per day
Park & Travel 3/4/5	the regular parking rate for Park & Travel 3/4/5 applicable at that time
Visitors Parking	the regular parking rate for Visitors Parking applicable at that time
Privium Parking	the regular parking rate for Privium Parking applicable at that time
Excellence Parking	the regular parking rate for Excellence Parking applicable at that time

*Entering earlier and exiting later*

- e. If the Car Park User, who has made a *Reserved Parking* booking, *enters* the Parking Facility at an *earlier date/time* than the start date/time of the Reservation Period and also *exits* the Parking Facility *after the end date/time* of the Reservation Period, the Car Park User must pay the full, regular parking rate applicable at that time for the entire Parking Period. In that case, the PMS is unable to recognise the Reservation Period booked in advance. In addition, the Car Park User shall not be able to claim setoff 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 In order to accept the *Reserved Parking* booking, the SNBV processes the following personal data of the Car Park User:

- the entry key provided by the Car Park User as part of the booking, as set out further in Article 4 of these Special Provisions; SNBV removes the entry key once it is no longer required for the execution of the One-Off Parking Agreement.
- the personal data entered by the Car Park User on the personal data page of the Website. SNBV removes this data once it is no longer required for the execution of the One-Off Parking Agreement;

SNBV complies with the statutory regulations laid down in the Personal Data Protection Act.

5.2 SNBV processes the data referred to in subparagraph 1a of this article in order to grant the Car Park User access to the Parking Facility. SNBV processes the data referred to in subparagraph 1b within the framework of finalising the *Reserved Parking* booking, including payment and customer service.

5.3 If the Car Park User objects to SNBV collecting this data, he can submit a notice of objection by sending an e-mail to [info@schiphol.nl](mailto:info@schiphol.nl). If the Car Park User wishes to change his data or remove it from the SNBV files, he can make this known by using the same e-mail address or, if it concerns the data referred to in Article 5.5, change or remove it himself.

5.4 The Car Park User can store his personal data in a database by means of a special login module under the "My reservation" option on the Website, so there is no need to re-enter this data upon subsequent bookings.

5.5 The Car Park User can at all times change or remove the stored personal data himself by means of a special login module under the "My reservation" option on the Website.

5.6 SNBV has outsourced the processing of credit card transactions of Car Park User to Bibit B.V., part of the Royal Bank of Scotland ("Bibit"). Therefore, the personal data of the Car Park User needed to process the credit card transactions is made available by SNBV to Bibit. 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 bank account or credit card statement of the Car Park User may state the name of Bibit in connection with the above.

#### **Article 6 - Personal promotion codes**

SNBV may provide Reserved Parking users with personal promotion codes. The use of promotion codes is strictly personal and solely intended for the purpose for which they were issued, viz., obtaining a non-recurrent 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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