

A. GENERAL

1. The present policy and agreement governs the mutual understanding between the Client and NV Q-PARK CAR HOTEL, and is valid for all parking actions undertaken under the jurisdiction and supervision of NV Q-PARK CAR HOTEL. Touching the uses of and accepting the parking facilities and services provided by NV Q-PARK CAR HOTEL, the Client acknowledges acquaintance and understanding of the conditions pertaining thereto and consents to be subject to such as they relate to the agreement between the Client and the Provider herein.
2. NV Q-PARK CAR HOTEL provides in its basic service the parking and the supervision of the vehicle placed in its care for such purposes. It is understood that extra services shall be subject to additional charges and conditions by mutual agreement between the two Parties herein.
3. NV Q-PARK CAR HOTEL reserves the right of determination as to which of its supervised locations it shall select to park the vehicle given in its care (Brucargo, indoor or outdoor parking) as well as the right to determine a particular parking area within one of the locations under its supervision. NV Q-PARK CAR HOTEL commits itself to liability for the perils of transport between its parking locations, provided such transport is carried out by its own good services.
4. The action of parking the vehicle, known for purposes of the present agreement as Transfer, shall be carried out exclusively by a NV Q-PARK CAR HOTEL parking attendant/agent. To ensure the safety of the driver during said Transfer, the ergonomics of the vehicle shall be adapted to the physical dimensions of the driver, whereby it is meant necessary adjustments in the position of seats, mirrors, windows and suchlike. It is mutually agreed that relating hereto no complaints shall be accepted from the Client by the Provider.
5. The Provider shall only return the vehicle to the Client upon the latter's presentation of the relevant parking ticket accompanied by payment of amount due in settlement of account. It is mutually and expressly agreed that the vehicle in question shall be surrendered to whosoever presents the parking ticket pertaining to the transaction in question and pays the charges due. Consequently the Client absolves the Provider from any future search action regarding the rightful entitlement and ownership of the vehicle in question.

In the case of theft or loss of the parking ticket by the Client, it is the responsibility of the Client to notify NV Q-PARK CAR HOTEL without delay of such eventuality either by fax or telephone call confirmed by subsequent fax. Failure to do so shall result in the Provider's disclaimer of any responsibility and/or liability in the matter of return of vehicle in question and the Client shall have no recourse against the Provider in any way or manner whatsoever in subsequent procedure relating to this matter.

6. The parking facilities are designed for the exclusive use of private passenger vehicles and company cars or delivery vans of a maximum length of 4.80m. The height of such vehicles may not exceed the overhead clearance indicated at the entrance of the parking facility unless the actual local situation allows otherwise. It is not permitted to enter the parking facility towing trailers of any kind, caravans included.
7. NV Q-Park Car Hotel is within its rights to refuse access to the parking facility to any vehicle if NV Q-Park Car Hotel considers it fair, reasonable and prudent to do so. This case would apply, for instance, if NV Q-Park Car Hotel knows for certain or has good reason to believe that a vehicle is carrying explosive, flammable or other hazardous substances - with the exception of fuel in the tank fitted to the vehicle for that purpose - and should NV Q-Park Car Hotel take the view that the vehicle, by reason of its size and/or weight, or because of the nature of the articles on board, represents a potential risk to the environment in the broadest sense of the term. If the parking facility does not have an LPG detection installation, NV Q-Park Car Hotel is likewise within its rights to refuse access to that parking facility to vehicles that (also) run on LPG.
8. Vehicles left in or on the parking facility must satisfy the same conditions as vehicles parked on a public highway. Indoor or outdoor parking facilities are governed by the same Highway Code and by the same other rules and regulations pertaining to traffic on the public highway unless the owner of the parking facility expressly stipulates otherwise.

B. RATES

1. NV Q-PARK CAR HOTEL shall provide the services stipulated herein at such rates as are in effect at the time of transaction, being the surrendering of the vehicle for the period of time as agreed and as indicated at the entrance to the parking. Said rates, inclusive of VAT, are posted publicly in the area of reception and are valid from 00.00 to 24.00 hours. The parking rate is calculated on the following basis: 75% in compensation for handling and insurance charges; 25% in compensation for the storage of the vehicle.
2. Any time of the 24-hour diurnal period shall be considered as the conclusion of a 24-hour day and shall be thus computed. In the event that the vehicle in question shall be asked to be discharged because of flight cancellation for whatever cause or because documents or physical objects were left behind in the vehicle or somewhere else, the full day-rate shall be charged. Acts of God shall not be accepted. It shall be the duty of the Client to settle in full charges for days complementary to the parking services originally requested and agreed upon.
3. Where disputes arise over the proper execution of additional services, it remains nonetheless incumbent upon the Client to settle the account as presented. The Client shall then submit to the Provider his complaint in writing by registered mail within 8 (eight) days from the discharge of the vehicle. Complaints shall be considered for follow-up only upon presentation of a copy of the parking ticket.
4. If the vehicle is to be picked up before the end of the journey of the Client, then this is only possible if the Client, at the time of parking the vehicle, has signed a power of attorney allowing a Third Party to pick up said vehicle. In that case, an administration and handling fee of €25 will be charged to the Client's bill.

C. SURRENDER OF THE VEHICLE

1. It is understood that at the surrendering of the vehicle by the Client and prior to its parking by the Provider, the vehicle shall be thoroughly screened automatically or manually to record and assess such damage as is determinable by visible inspection. It is incumbent upon the Client to report all existing damage to the vehicle in question at the time of surrender.
2. It is incumbent upon the Client to retract the vehicle's antenna(s) and to store all goods left behind safely locked-away inside the trunk.
3. The Client shall not initiate legal proceedings nor file for any claim for compensation citing delay in the return of the vehicle due to external circumstances, such as heavy and congested traffic, weather conditions, technical problems, late delivery, etc., ...

D. CLAIMS FOR DAMAGE

1. All vehicles, while under the care of and parked in areas under the jurisdiction of NV Q-PARK CAR HOTEL, are insured against fire, theft, and material damage. The liability of NV Q-PARK CAR HOTEL is at all times and under all circumstances limited to the relevant clauses as stipulated in the insurance policy.
2. No cover shall attach herein for claims for damage against NV Q-PARK CAR HOTEL and/or its insurer in the following instances:
 - a. damage non-apparent by optical/manual inspection of exterior (e.g., body, chassis et cetera)

- b. damage recorded at the moment of reception screening of the vehicle
- c. damage as a result of technical defects, hidden defects, or defects in maintenance such as, for instance, oil and/or anti-freeze levels too low, run-down battery, flat and/or leaking tire, these examples being non-restrictive
- d. damage to or loss of goods external to and forming no intrinsic part of the vehicle
- e. damage as a result of excessive car wash use and/or excessive cleaning practices
- f. damage as a result of natural elements such as tornadoes, snowstorms, windstorms, rainstorms, sandstorms, hailstorms, sunlight, and other suchlike natural phenomena
- g. damage to windows and siphon installations and/or breakage of glass as well as to alarm installations, regardless of the cause thereof
- h. damage to the interior of the vehicle and flat tire at the parking site itself
- i. damage to the vehicle caused by the Client while driving vehicle onto NV Q-PARK CAR HOTEL property, either on the entrance or exit ramps or on parking areas generally
- j. dirty and neglected state of the vehicle
- k. damage caused during the extending of assistance in cases of vehicle breakdown
- l. Loss or damage other than that resulting from theft for which a third party is liable.

3. In cases of a warranted damage claim as determined by expert report from the insurer of NV Q-PARK CAR HOTEL, and where it is determined that the vehicle has been rendered non-usable as a result of the damage sustained, a courtesy vehicle will be placed at the Client's disposal for a maximum period of 5 (five) days. In cases where the damaged vehicle remains operational, no courtesy car will be provided to the Client and no compensation for loss of use shall be paid out.

E. VEHICLE DISCHARGE

1. It is the duty of the Client to inspect thoroughly the vehicle prior to its discharge. The Client expressly renounces all future right of complaint against NV Q-PARK CAR HOTEL and/or its insurer in case he/she departs from the Provider's parking premises without a formal formulation of claim for damage.
2. Reporting of possible/alleged claims and elaborations thereof are considered only if they are accompanied by presentation of the Client's parking ticket.
3. It is the duty of the Client, on noticing damage prior to his/her leaving the business premises of NV Q-PARK CAR HOTEL, to report such damage by presenting the vehicle without delay to the scrutiny of a NV Q-PARK CAR HOTEL inspection. To this end, the Client commits himself/herself to the payment of a guarantee-inspection fee of 25,00 euro. If NV Q-PARK CAR HOTEL is held responsible for the reported damage to the vehicle, this guarantee of 25,00 euro will be refunded to the Client. In the opposite case, the guarantee becomes unrecoverable and is retained by NV Q-PARK CAR HOTEL.
4. In each and every case of claim for damages, NV Q-PARK CAR HOTEL reserves the right to have the vehicle in question inspected without prejudice by an expert automotive technician appointed by its good self. It is understood that both the Client and NV Q-PARK CAR HOTEL shall submit to the judgment of the technician, without further recourse. The cost for services of the expert technician shall be borne by the party against whom the unfavourable judgment is rendered.
5. The Client shall renounce any action or claim for compensation in cases of delays in the discharge of the Client's vehicle, in such cases where delays are attributable to external circumstances such as traffic jams, weather conditions, problems of a mechanical nature, premature pick-up of vehicle by Client, blocking of Client's vehicle in the parking lot by another (defective) vehicle, and suchlike diverse foreseeable and unforeseeable occurrences.
6. In cases where it happens that the Client's vehicle, through the responsibility of NV Q-PARK CAR HOTEL, but excluding damage to the vehicle or other external causes, cannot be discharged on the contracted day, NV Q-PARK CAR HOTEL shall place a courtesy car at the Client's disposal for a maximum period of 5 (five) days. It shall be understood, however, that compensation for loss of use shall never be part of the agreement.
7. In cases where it happens that the Client, for reasons mentioned in the present contract, cannot claim the use of a replacement car courtesy of NV Q-PARK CAR HOTEL, the Client can, however, submit for a courtesy car, which will be supplied, if available, by NV Q-PARK CAR HOTEL for a maximum period of five (5) days, price and conditions to be determined by agreement by the two parties in question.

F. MECHANICAL DEFECTS

1. In the event of a mechanical defect preventing the transfer of the vehicle from the parking area to reception, the Client shall agree that the services of a road assistance company be called in, preferably the company with which the Client may have a service contract; Failing that, the Client shall allow NV Q-PARK CAR HOTEL to call in the services of a recognized towing service or, if necessary, the services of an official road assistance company. The Client shall agree to payment of the costs incurred by such a service.
2. NV Q-PARK CAR HOTEL shall itself attempt small repairs such as recharging empty batteries or fixing flat tires. Costs resulting from such services shall be borne by the Client.
3. In cases where it happens that the fuel level in the tank must be considered too low to attempt an undisturbed transfer between parking lots, the Client shall agree to NV Q-PARK CAR HOTEL's topping up the fuel tank at its own initiative and at the expense of the Client, plus a service charge of 25,00 euro.

G. NON-COLLECTION OF VEHICLE

1. If a Client leaves a vehicle in the parking facility and, despite the written reminder or, as the case may be, the final demand from NV Q-Park Car Hotel refuses or, as the case may be, is for any reason unable or unwilling to collect that vehicle, NV Q-Park Car Hotel will make arrangement for that vehicle to be removed from the parking facility within 3 months of such reminder or demand. If the Client fails to collect the vehicle within the said time limit, NV Q-Park Car Hotel is within its rights either to sell that vehicle or to make arrangement for its destruction. In that case the liability of NV Q-Park Car Hotel is not engaged beyond payment to the Client of the proceeds of such sale less the due and payable parking rate and any additional costs and charges owed to NV Q-Park Car Hotel in connection with temporary storage and removal of the vehicle, and less any additional costs within the meaning of clause 2. If the due and payable parking rate and any additional costs and the costs owed to NV Q-Park Car Hotel exceed the proceeds of the sale of the vehicle, the Client shall compensate NV Q-Park Car Hotel to the amount of the difference.

If the identity of the Client or his/her home address or place of residence is not known and NV Q-Park Car Hotel is therefore unable to serve Client with a written reminder of final demand to collect the vehicle, NV Q-Park Car Hotel is within its rights, subject to respect of the provisions of the foregoing clause, to make arrangement for removal of the vehicle 3 months after the vehicle was entrusted.

H. PAYMENT OF ACCOUNT

All accounts shall be settled prior to the remittance and acceptance of the vehicle's keys. The Client expressly accepts the withholding right of NV Q-Park Car Hotel in case of non-payment. The vehicle then remains parked under the same conditions until such time as payment is effected in full. Unsettled accounts outstanding at that moment are under law and without prior notification subject to a surcharge for areas pro-rated at a 1% interest rate computed as of the start of the month, as well as a fixed loss proviso of 10% of the outstanding amount, with a minimum of 50,00 euro without prejudice to any previous rights of NV Q-Park Car Hotel.

I. JURISDICTION

The present agreement is subject to Belgian law. In case of disagreement, disputes will be referred to the competence of the courts of Brussels and/or the Justice of the Peace Court in Vilvoorde.