

# **CAR PARKS MANAGED BY THE NON-PROFIT ASSOCIATION CHIREC ASBL**

## **INTERNAL REGULATIONS and GENERAL TERMS AND CONDITIONS**

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

- 1.1 - Unless previously agreed in writing by the non-profit association CHIREC, upon parking on a space in the car park managed by the non-profit association CHIREC, the user unconditionally accepts the General Terms and Conditions as well as the Internal Regulations set out below.
- 1.2 The service provided by the non-profit association CHIREC is limited solely to the provision of parking spaces for motor vehicles to users. As it is not a depository, and so is not obliged in any way to guard or supervise the vehicles, neither is the non-profit association CHIREC in any way responsible for the actions of third parties.
- 1.3 The non-profit association CHIREC declines all liability, in any respect and for any reason whatsoever, for any damage resulting in particular from accidents, theft or vandalism, even partial, which may occur within the car park.
- 1.4 Apart from the authorised vehicle, no other objects, such as tyres, crates, etc., may be left in the car park. The cleaning, servicing or repair of vehicles is prohibited inside the car park.
- 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, card or pass may not be left in the vehicle;
  - the vehicle must be locked and the windows closed.
- 1.6 An entrance ticket, card or pass only entitles the holder to park one vehicle in one parking space.
- 1.7 Reserved parking spaces have specific signage. These spaces include in particular:
  - spaces reserved for disabled persons
  - spaces equipped with a charging station, reserved only for electric or hybrid cars when charging
  - named spaces (display of the vehicle numberplate and/or name, validated by the non-profit association CHIREC)

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

- 2.1 Access to the car park is strictly prohibited for non-staff members and any person who is not in possession of a parking ticket. In the interest of customer safety, the non-profit association CHIREC may ask any person entering or already within the car park to show his or her identity papers as well as the documents relating to the vehicles brought into the car park.
- 2.2 Users not in possession of an access control card provided by the non-profit association CHIREC must take a ticket at the entrance to the car park.
- 2.3 Users may only access the car park during opening hours, unless otherwise agreed between the non-profit association CHIREC and the user. The opening hours are

determined solely by the non-profit association CHIREC. Notices displayed in the car park also inform users.

- 2.4 Outside opening hours, vehicles may be removed from the car park only where an attendant of the non-profit association CHIREC can be made available and the user agrees to make a prior payment as fixed by the non-profit association CHIREC, in addition to the normal charge shown on the price list.
- 2.5 No vehicle may be parked in the car park for more than 5 consecutive days without the prior written consent of the non-profit association CHIREC. The latter may remove any vehicle not meeting this obligation, at the user's expense and risk.
- 2.6 Access may be refused for any vehicle that cannot be parked in a normal parking space because of its size or because it is pulling a trailer. The non-profit association CHIREC can authorise access provided that the user agrees to pay a charge increased in proportion to the space occupied by the vehicle. Any fraction of a parking space occupied by a vehicle shall be counted as a whole parking space.
- 2.7 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 charged to the user.
- 2.8 Access is prohibited: for:
  - pedestrians;
  - bicycles;
  - LPG powered vehicles in the covered car parks;
  - vehicles over 2m10 in height;
  - trailers.
- 2.9 The following is strictly prohibited:
  - smoking and/or throwing out cigarette butts or any other waste in the car park;
  - blocking a fire door in an open position;
  - parking in pedestrian crossing areas and in front of entrance and/or exit doors;
  - parking in reserved spaces
  - distributing brochures, leaflets or advertisementsAny user who contravenes one or more of the aforementioned prohibitions will be required to pay a charge of €50.00 per established breach.
- 2.10 -If a ticket is lost, the vehicle may only leave the car park after:
  - payment of the charge calculated in the manner described below;
  - presentation of the vehicle's log book and ignition key;
  - presentation of the driver's identity card or passport;
  - signature by the driver of the relevant form, duly completed.

### **ARTICLE 3 – Prices and charges**

- 3.1 The prices and charges for using the car park are fixed solely by the non-profit association CHIREC, in accordance with the legal and contractual provisions. Charges are to be paid by credit or bank card. The non-profit association CHIREC reserves the right to refuse other forms of payment, other than payment by credit or bank card. However, if it accepts other forms of payment, it may demand the payment of a fixed sum to cover any costs for obtaining the 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 car park.

- 3.4 Users who are exempt from all or part of the charge must comply with the formalities necessary to earn their right to an exemption.
- 3.5 If a ticket is lost, the user will pay for the time which he or she claims the vehicle stayed in the car park, with as a minimum the amount due in the event of the loss of a ticket shown on the price list displayed. However, if the user can provide acceptable proof of the length of stay of his or her vehicle in the car park, then the user need only pay the charge for a stay of that length. The non-profit association CHIREC reserves the right to make a final but reasonable assessment of such proof.

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

- 4.1 The highway code is applicable in the car park. Users driving inside the car park do so at their own risk and must observe these rules.
- 4.2 Users must observe the signals and signs inside the car park as well as any verbal instructions given by the attendants of the non-profit association CHIREC.
- 4.3 The speed limit in the car park is 10 km/h.
- 4.4 Users must drive with dipped headlights.
- 4.5 Users must turn off their engines as soon as they have parked or when waiting in a queue and as soon as any “STOP MOTOR” signal 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 park their vehicles so that they do not in any way obstruct normal traffic in the car park.
- 5.2 Users formally authorise the non-profit association CHIREC to move their vehicles or to have them moved inside the car park, at the user’s expense and risk, where:
- the vehicle is not properly parked in the marked parking space;
  - the vehicle is parked, whether partially or fully, in 2 parking spaces;
  - the vehicle is parked in a reserved parking space;
  - the vehicle obstructs traffic;
  - the vehicle is left in the car park for more than 5 consecutive days without the prior written consent of the non-profit association CHIREC;
  - the needs or proper running of the car park require it.
- In such cases, the non-profit association CHIREC has the right to immobilise vehicles, for example by means of “Denver” wheel clamps before or after moving them. The cost of moving vehicles within the car park and/or immobilisation is fixed at a flat rate of €100.00 incl. VAT.
- 5.3 Users formally authorise the non-profit association CHIREC to move their vehicles or to have them moved outside the car park, 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 in the car park for more than 5 consecutive days, without prior written consent of the non-profit association 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 non-profit association CHIREC, vehicles constitute a danger

- to people or property.
- 5.4 Users formally authorise the non-profit association CHIREC to withhold their vehicles within the car park at the user's expense and risk, where:
- vehicles have been involved in an accident, for the purposes of the accident report and for the period of time necessary for that purpose;
  - the user refuses, for any reason whatsoever, to pay the charges and/or fees due.

#### **ARTICLE 6 – Late payment interest and penalty clause**

- 6.1 For any invoice unpaid on the due date, late payment interest shall be charged without further notice, at the legal interest rate charged in civil matters.
- 6.2 Without prejudice to the aforementioned late payment interest, invoices not paid on the due date and remaining unpaid 15 days after sending a request for payment by a letter sent by regular mail will be increased by 15%, without any other formal notice, 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 the contractual relations.
- 7.2 In the event of any dispute, the Courts of the judicial district shall have jurisdiction. In any dispute within the jurisdiction of the Justice of the Peace, the Justice of the Peace of Auderghem shall have jurisdiction.