

General Terms and Conditions, pertaining to once-only parking agreements

The access to the parking accommodation of World Heritage Foundation Kinderdijk (hereinafter referred to as: the Foundation) is exclusively granted upon application of the following terms and conditions, which are part of each and every parking agreement concluded by and between the owner / operator of the parking accommodation and the user / parker. The Foundation will make every effort to minimize any inconvenience to the visitor, as well as to guarantee the visitor's safety as much as possible. The Foundation is entitled to change or supplement the general terms and condition. Changes can be made at any time.

Article 1. General provisions – definitions

Article 1.1

The Foundation is understood as the organisation that manages and operates the windmill complex, including but not limited to the executive board, the hostesses and hosts, guides, skippers, fill attendants and other job holders who are authorised to act on behalf of this organisation;

Article 1.2

The 'parking accommodation' is understood as the parking area of the Foundation, with the thereto pertaining premises and areas;

Article 1.3

The 'owner' means the owner and/or manager/ operator of the parking accommodation and/or his/their representatives;

Article 1.4

The 'parker' is understood as the owner/user of a vehicle that has been placed in or at the parking accommodation;

Article 1.5

A 'parking ticket' is understood as a ticket that is received after payment of the payable fee in order to obtain access to the parking accommodation;

Article 1.6

The 'parking fee' is the amount that the parker is held to pay for the use of the parking accommodation.

Parking fee:

Amount that the parker is held to pay for the use of the parking accommodation.

Article 2. Parking agreement

Article 2.1

A parking agreement is deemed to have been concluded as a result of the mere fact of the possession of a parking ticket and/or as a result of the mere fact of the use of the parking accommodation. In case of a discrepancy about the question as to whether the parking accommodation is or has already been used the fact that the parker is or was present at the premises pertaining to the parking accommodation shall be decisive.

Article 2.2

A random place in the parking accommodation is made available to the parker. The obligation of the owner does not extend to surveillance of the vehicle.

Article 3. Parking ticket

A person and/or a vehicle is only admitted to the parking accommodation with a valid parking ticket.

Article 4. Parking fee

The parking fee is calculated in accordance with the fees established by the owner as specified at the entrance of the parking accommodation.

Article 5. Access

Article 5.1

Entering and exiting of vehicles in and from the parking accommodation can exclusively take place during the opening hours indicated in or at the parking accommodation or during further stipulated hours. The owner establishes the opening hours.

Article 5.2

The owner is entitled to deny a vehicle access to the parking accommodation if the owner deems this to be desirable in consideration of the principles of reasonableness and fairness. This shall basically occur when the owner knows or suspects that a vehicle transports explosive or other hazardous substances, not including motor fuels in the thereto designated reservoir of the vehicle, and when the owner is of the opinion that the vehicle, having regard to the size and/or weight, or based on goods that are transported in the same, can inflict damages to the surroundings in the broadest sense of the word.

Article 5.3

The vehicles parked in or at the parking accommodation must comply with the same terms and conditions as vehicles parked on the public road (part III / third-party insurance, etc.). The Dutch Road Traffic Act and the Dutch Road Traffic and Traffic Signals Regulations are also applicable in or at the parking accommodation.

Article 6. Payment

Article 6.1

The payable parking fee must, before the parker exits the parking accommodation with his vehicle, be paid, unless a different arrangement has been agreed on.

Article 6.2

If the parker cannot show a valid parking ticket then for each day or part thereof that he made use of the parking accommodation he shall be liable to pay a fee of at most 3 times the daily fees, as specified in the parking accommodation.

Article 7. Use of the parking accommodation

Article 7.1

During the presence at the premises of the parking accommodation the parker must act in conformity with the provisions of the Dutch Road Traffic Act, the additional rules pursuant to this Act, the Dutch Road Traffic and Traffic Signals Regulations and the thereto pertaining annexes as well as the other rules pursuant to these regulations. In case of non-compliance with the same the parker shall be liable for the damages deriving there from.

Article 7.2

The parker is moreover held to follow indications of the staff of the owner, to place the vehicle at the indicated and/or to be indicated place and to act such that the traffic in and/or at the parking accommodation is not hindered and the safety is not jeopardised.

Article 7.3

The staff of the owner is entitled to, if required at the discretion of said staff, move vehicles and/or people within the parking accommodation and/or to remove or have removed any vehicle from the parking accommodation, the state of the vehicle can also give the staff cause to remove or have removed the vehicle from the parking accommodation, without the same resulting in any liability on the part of the owner or the staff.

Upon the assessment of the necessity to move and/or remove the staff must observe the principles of reasonableness and fairness and due care.

Article 7.4

During the parking the vehicles must be locked properly and the lights must be turned off. The passengers of the vehicles that are parked in the parking accommodation are not allowed to remain in the vehicle longer than the time required to park the relevant vehicle. After the vehicle has been parked the passengers must leave the vehicle and the parking accommodation.

Article 8. Hinder/restrictions of use

Article 8.1

It is not allowed to sell or rent goods or to offer the same for sale or rent at the parking accommodation.

Article 8.2

It is not allowed to bring or have explosive, flammable or otherwise dangerous and/or hazardous substances at the parking accommodation, with the exception of motor fuels in the thereto designated normal fuel reservoir of the vehicle.

Article 8.3

It is not allowed to carry out repairs on the vehicle or other activities at the parking accommodation, unless consent has expressly been granted for the same by or on behalf of the owner.

Article 9. Non-compliance

Attributable failure Article 9.1.

If the parker fails to comply with any obligation that is vested in him pursuant to the law, the local regulations and customs and/or the agreement concluded with him, including the terms and conditions applicable to the same, the parker shall be held to compensate the owner for all damages incurred and/or yet to be incurred by the same as a result of the aforementioned failure, negligence or any other default.

Article 9.2

If the owner is held to serve a demand, notice or default or other writ on the parker or in case of necessary proceedings against the parker, the parker shall be held to compensate the owner for all consequently incurred costs, including the costs of legal assistance, both in and out of court, unless the proceedings were wrongly instituted.

Article 9.3

The owner shall at all times be authorised to retain the vehicle and to impose appropriate measures to this end, e.g. the installation of a wheel clamp, as long as all that which the owner can claim from the parker on account of the parking agreement or on account of any other title has not been paid in full.

Article 9.4

If the parker has left a vehicle behind in the parking accommodation and refuses and/or is, for any reason whatsoever, unable to remove the vehicle despite a written request and/or demand from the owner then the owner shall be authorised to have the abandoned vehicle removed from or off the parking accommodation within 14 days after the request and/or demand (if the address of the parker can, despite reasonable efforts, not be retrieved then it shall be sufficient to place a clearly visible request for removal under the windscreen wipers of the motor vehicle), and to store the same elsewhere. If the parker did not pick up the vehicle within 3 months after the request and/or demand then the owner shall be authorised to sell or destroy the vehicle. The owner shall in that case only be held to pay the parker the sales proceeds minus the payable parking fee, possible penalty and the costs of the owner in connection with the removal and the temporary storage of the vehicle. If the payable parking fee, possible penalty and the costs of the owner exceed the proceeds of the vehicle then the parker shall need to pay these costs to the owner. If the person of the parker and/or his usual place of residence or abode is unknown and the owner is therefore unable to request and/or demand the parker in writing to remove the vehicle then the owner shall within 3 months after the vehicle has been parked in or at the parking accommodation be authorised to have the vehicle removed from or off the parking accommodation, in consideration of the provisions set forth in this paragraph.

Non-attributable failure Article 9.5

A failure cannot be attributed to the owner if it can be attributed to an independent circumstance that is beyond the control of the owner as a result of which compliance with the obligations by virtue of the agreement can within reason no longer be requested of the owner by the parker. This includes, in any case, industrial action, fire, government measures, operational breakdowns as well as a failure to comply on the part of third parties.

Article 10. Liability

Article 10.1

The agreement concluded by and between the parties does not include surveillance. The owner does therefore not accept any liability for theft or loss of properties of the parker. The owner neither accepts liability for any damages whatsoever to the properties of the parker and any bodily harm and/or other damages directly or indirectly caused by or resulting from the use of the parking accommodation, unless the damages are directly caused by or on behalf of the owner and/or the staff of the parking accommodation and said liability has not been excluded in any article of these general terms and conditions. For the purpose hereof 'parker' is also understood as other passengers of his vehicle.

Article 10.2

The parker is liable for all damages that are caused by the same. Damages caused by the parker to the parking accommodation or to the thereto pertaining equipment and installation must be paid for on the spot or must be paid for by the parker after the owner has prepared an assessment of the damages, all without prejudice to the provisions set forth in article 9.3.

Article 10.3

In addition the owner does not accept liability for failures resulting from the use of the parking accommodation or resulting from other services that are offered in the parking accommodation by or on behalf of the owner, unless the parker can demonstrate that there is question of negligence on the part of the owner and/or the staff of the parking accommodation.

Article 11. Other provisions

Article 11.1. Arrangements

Arrangements and/or agreements with members of staff of the owner do not have binding effect on the latter, to the extent that they have not been confirmed by the same in writing. For this purpose members of staff is understood as all employees and workers who do not have power of representation.

Article 12. Applicable law

Article 12.1

Dutch law is applicable to these General Terms and Conditions for Visitors and the agreement between the visitor and the Foundation.

Article 12.2

Disputes between the visitor and the Foundation originating from the agreement are brought to the cognisance of the competent court in Dordrecht.