

General terms and conditions for using TU Delft Campus parking facilities

Access to the Parking Facility is granted exclusively subject to the following conditions, which form part of each parking agreement concluded between the Parking Facility Operator and the Car Park User.

Article 1

Definitions:

In these General Terms and Conditions the following terms have the meanings stated:

Operator:

The legal entity designated as the Operator on the Proof of Parking, namely Delft University of Technology.

Parking Charge:

The charge payable by other Car Park Users for using the Parking Facility per unit of time.

Parking Facility:

One of the parking facilities with accompanying sites and garages.

Car Park User (primary target group):

The owner, holder, user or occupant of a motor vehicle who has brought that motor vehicle into or onto the Parking Facility, or who has been transported by that motor vehicle. The term Car Park User includes employees and students of TU Delft, employees of the businesses on the TU Delft Campus, including permanent TU Delft service providers such as cleaning/security staff.

Other Car Park User (secondary target group):

The owner, holder, user or occupant of a motor vehicle who has brought that motor vehicle into or onto the Parking Facility, or who has been transported by that motor vehicle. Other Car Park Users are visitors to TU Delft and visitors to institutions/businesses on the campus, visitors to sports facilities, visitors to employees, visitors to students, students of the universities of applied sciences, visitors to the universities of applied sciences, local residents and businesses in the vicinity/Delftech Park business park and other service providers.

Proof of Parking:

The means chosen by the (other) Car Park User and/or designated by TU Delft – such as a campus card, parking card, exit ticket, discount card, parking pass, voucher, prepaid card, subscription, short-stay parking card, credit card, PIN card, smart card, QR code, registration number, mobile application, or other data carrier containing details of the (other) Car Park User's Right to Park – that provides access to the Parking Facility with which TU Delft can determine the times at which the Car Park User entered and exited the Parking Facility.

Right to Park:

The right that the (other) Car Park User obtains from the Operator to park his or her vehicle in a Parking Facility subject to the conditions applicable to the Right to Park.

Parking Fee:

The amount owed by the (other) Car Park User for using the Parking Facility.

Article 2

Access to the Parking Facility is only possible subject to these General Terms and Conditions. These General Terms and Conditions are applicable to the legal relationships between the Operator of the Parking Facility and the (other) Car Park User. Any general terms and conditions of the (other) Car Park User are explicitly rejected by the Operator.

Article 3

Agreement as referred to in the introduction to these General Terms and Conditions will, among other things, be formed by the sole fact of holding a Proof of Parking or using the Parking Facility, including driving into a Parking Facility. Any disagreement between the Operator and the (other) Car Park User regarding the question of whether the Parking Facility has been used will be determined by the fact that the (other) Car Park User is or was present in the Parking Facility.

Article 4

The manager(s) or executor(s) of the Parking Facility, insofar as this/these is/are not the same party/parties as the Operator, can also invoke the articles referred to in these General Terms and Conditions vis-à-vis the (other) Car Park User. This stipulation is irrevocable.

Article 5

The deliverable to which the Operator is committed is the provision of an arbitrary space to the (other) Car Park User in the Parking Facility, provided sufficient space is available.

Article 6

Car park users who fall under the primary target group have the right to use the Parking Facility on a daily basis without payment for a consecutive period of no more than 48 hours.

Article 7

1. Provided the other provisions of these General Terms and Conditions are fulfilled, a Proof of Parking gives entitlement to access the Parking Facility and to drive a single motor vehicle into the facility and park it there (hereinafter referred to as: the Right to Park).

If it is established that a(n) (other) Car Park User is using a different registration number for the Proof of Parking than that for which the Proof of Parking was issued or is somehow using a single Proof of Parking to park two or more vehicles simultaneously, the Operator will be entitled to deny the user access to the Parking Facility immediately. The Operator will only permit the (other) Car Park User to access the Parking Facility after payment of the lost parking income on the basis of the applicable Parking Charge. The Operator will determine when the (other) Car Park User regains his/her right to access the Parking Facility.

2. Only motor vehicles of which the dimensions do not exceed the dimensions indicated at the entrance to the Parking Facility are allowed to access the Parking Facility.

3. Motor vehicles are not permitted to access the Parking Facility if they are towing a trailer of any kind whatsoever, including caravans. The parking of trailers of any kind whatsoever, including caravans, is not permitted.

4. Motor vehicles may only be parked in the appropriate spaces and with due regard for the provisions of these General Terms and Conditions and the instructions given by the Operator. The entrances and exits, the loading and unloading zones, the white tactile paving, as well as the traffic lanes, must be kept free and navigable at all times. The special disabled parking spaces may only be used by people who have a Blue Badge disabled parking permit.

5. Vehicles which have been parked in contradiction of the provisions of this article may always be wheel-clamped, removed and moved outside the Parking Facility by the Operator or another party instructed by the Operator. The costs of removing the wheel clamp and the costs of removing the motor vehicle, consisting of the towing and associated costs, will be charged to the owner, user or holder of the motor vehicle.

6. If the Operator believes such is necessary, the Operator will always be entitled to refuse a(n) (other) Car Park User and/or their motor vehicle access to the Parking Facility. This will, in any event, be the case if the Operator knows or suspects that a vehicle is transporting explosive or other hazardous substances, not including motor fuel in the vehicle tank designated for that purpose, and in the event that the Operator is of the opinion that, in view of its size and/or weight, the vehicle or the goods it is transporting may, in the broadest sense, cause damage to the surroundings.

7. The Operator is entitled to remove cars immediately which have been (partially) destroyed due to vandalism or burglary, or wrecked cars.

Article 8

The (other) Car Park User will owe a Parking Fee for using the Parking Facility. The Parking Fee is calculated in accordance with the charges set by the Operator, as communicated in the Parking Facility, on the TU Delft website, or otherwise.

Article 9

A pre-agreed term of validity and/or charge applies to the Proof of Parking. If the Proof of Parking is not subject to a pre-agreed term of validity and/or charge, the Operator will calculate the Parking Fee on the basis of the Proof of Parking in accordance with the charges set by the Operator based on the period of time that the Car Park User's motor vehicle has been present in the Parking Facility. This period of time will be determined primarily by the period of time indicated by the Proof of Parking.

Article 10

In order to leave the Parking Facility with his/her motor vehicle the (other) Car Park User must pay the due Parking Fee he/she owes. The Parking Fee must be paid in the manner prescribed by the Operator, for example by using online banking, or at a payment terminal by inserting the Proof of Parking obtained at the entrance into the appropriate payment terminal. The payment terminal determines the end of the parking time, calculates the parking duration and the payable Parking Fee.

The details determined by the prescribed system are binding for all parties.

It is not permitted, under any circumstances, to leave the Parking Facility with a motor vehicle without using a valid Proof of Parking accepted by the Operator.

Article 11

The (other) Car Park User and all others that enter the Parking Facility use the Parking Facility entirely at their own risk. The (other) Car Park User must take due care at all times.

Article 12

In the event of loss, or otherwise absence of the Proof of Parking, the Car Park User will be required to pay the maximum fee per day, as stated at the entrance to the Parking Facility. The Car Park User must pay this amount before leaving the Parking Facility.

Article 13

The Parking Facility is open on days and times to be determined by the Operator and the opening times are posted at the entrance to the Parking Facility in a manner that is clear to anyone. The Operator is always entitled to deviate from, or change, these opening times. Outside the opening times it is impossible, other than with the Operator's permission, to bring a motor vehicle into or out of the Parking Facility.

Article 14

Without the Operator's prior written permission a motor vehicle may not be parked in the Parking Facility for longer than 14 days. At the end of this period the (other) Car Park User will not only owe the Parking Fee, but also a penalty of €25.00 per day for each day after the end of the period referred to that the (other) Car Park User's motor vehicle has been present in/on the Parking Facility, without prior notice of default and legal intervention being required. What is more the Operator has the additional right to claim compensation for costs, loss or damage and interest.

Article 15

The Parking Facility is exclusively accessible to the (other) Car Park User of a motor vehicle that is in, or is parked in, the Parking Facility, albeit for no longer than is necessary for immediate entering and exiting, or in order to reach a necessary destination. All other parties will only have access after permission has been granted by the Operator.

Article 16

The engine of a motor vehicle may only be running insofar as that is necessary for the immediate entering and exiting of the Parking Facility.

Article 17

The (other) Car Park User must always have sufficiently locked his/her parked motor vehicle.

Article 18

Smoking or naked flames are forbidden in or on the Parking Facility.

Article 19

It is forbidden to bring into or onto the Parking Facility substances which are flammable, explosive, corrosive, toxic, or otherwise hazardous and/or dangerous for people and the environment. The above does not apply to motor vehicle fuel tanks designated for that purpose.

Article 20

Other than with the Operator's prior permission, it is prohibited to use the Parking Facility for purposes other than for parking motor vehicles.

Article 21

It is forbidden to leave waste other than in the designated places.

Article 22

Without the Operator's permission it is not permitted to advertise, in whatever form, in, on or against the Parking Facility.

Article 23

The provisions of the Road Traffic Act [Wegenverkeerswet], the Road Traffic and Traffic Signals Regulations [Reglement Verkeersregels en Verkeerstekens], the accompanying annexes and additional rules apply mutatis mutandis on the site of the TU Delft campus. In the Parking Facility a maximum speed of 5 kilometres per hour (walking pace) applies for motor vehicles and pedestrians always have priority over motor vehicles.

Article 24

1. The Operator's obligations do not include surveillance and/or monitoring of the vehicle. The Operator is not liable for damage, theft, loss of the motor vehicle and/or other property of the Car Park User.

2. The Operator is not liable for any damage to the property of the (other) Car Park User, or for any physical injury and/or any other loss or damage, incurred directly or indirectly as a result of using the Parking Facility, unless such loss or damage has been caused directly by, or owing to, the Operator and/or the manager's staff in the Parking Facility, and this liability is not excluded in any other article of these General Terms and Conditions, or the agreement with the (other) Car Park User. The (other) Car Park User must also report the loss or damage to the Operator in writing as soon as possible, but by no later than within two weeks after it has arisen, so that the Operator can investigate the loss or damage within the prescribed legal personal data retention periods.

3. The Operator is not obliged to provide compensation in the event of force majeure. Force majeure will in any event include a circumstance independent of the Operator's will as a consequence of which the (other) Car Park User can no longer, in all reasonableness, expect the Operator to fulfil the obligations under the agreement. Such circumstances will in any event include industrial action, fire, government measures, malfunctions, poor weather conditions such as heavy rain, black ice or snowfall, as well as failures by third parties.

4. The Operator is not liable for direct or indirect material or immaterial loss or damage which is the consequence of malfunctions or errors in the software of its websites or the outage or improper functioning of its website.

Article 25

The (other) Car Park User is liable for any damage that he/she causes by, or as a consequence of, using the Parking Facility. Loss or damage caused by the (other) Car Park User to the Parking Facility or the accompanying equipment must be compensated on the spot unless, in the Operator's opinion, the (other) Car Park User can provide sufficient security that the loss or damage will be compensated. If the loss or damage is compensated on the spot, the Operator reserves the right to send the (other) Car Park User an additional bill, if the value of the actual loss or damage is higher than estimated on the spot. An assessment by or on behalf of the Operator will determine the definitive setting of the value of the loss or damage. The costs of this assessment are payable by the (other) Car Park User.

Article 26

1. If the (other) Car Park User fails to fulfil any obligation vested in him/her pursuant to the law, local regulations and customs and/or the agreement concluded with him/her, including the applicable General Terms and Conditions, the (other) Car Park User will be in default without any further notice of default being required to that end. The Operator will then be entitled to terminate the agreement by written notification and to refuse the (other) Car Park User access to the Parking Facility. The (other) Car Park User is obliged to compensate the Operator for all loss or damage suffered by the Operator as a consequence of the above-mentioned failure, negligence and/or any other breach of contract, without prejudice to both parties' duty to fulfil any obligations which have arisen or will arise for each of them until the termination of the agreement.

2. If the Operator is required to have a demand, notice of default, or other bailiff's notification issued to the (other) Car Park User, or in the event of necessary proceedings against the (other) Car Park User, the (other) Car Park User will be obliged to compensate the Operator for all costs, including the costs of legal assistance, both judicially and extrajudicially.

3. The Operator is at all times entitled to retain custody of the (other) Car Park User's motor vehicle and/or take suitable measures in that respect, such as the fitting of a wheel clamp, as long as the (other) Car Park User has not paid all the amounts he/she owes to the Operator.

4. The Car Park User and all others present in the Parking Facility must immediately and punctually comply with all instructions and orders given by the Operator. If these instructions and orders are not complied with, or are not complied with on time or properly, this may result in the temporary or permanent denial of access to the Parking Facility, without prejudice to the obligation of the non-compliant party to compensate the loss or damage he/she has caused.

5. A motor vehicle that has been parked in the Parking Facility for 28 consecutive days will qualify as abandoned. The Operator is entitled to move an abandoned motor vehicle without any further notice of default, and for the (other) Car Park User's account and risk, and to store it (at the Operator's discretion), both inside or outside the Parking Facility.

Article 27

The Operator is entitled to amend these General Terms and Conditions at any time. The (other) Car Park User is responsible for being familiar with the latest version of the General Terms and Conditions. The General Terms and Conditions can be inspected and downloaded on/from the TU Delft website, the Chamber of Commerce, or a copy can be obtained by sending an email to mobility@tudelft.nl.

Article 28

Any agreement whereby the General Terms and Conditions are applicable is governed by Dutch law. Any dispute resulting from the agreement concluded between the Operator and the Car Park User or other Car Park User, including the present terms and conditions, is subject to Dutch law.

Article 29

Insofar as any stipulation in the agreement concluded between the Operator and the (other) Car Park User, including the present General Terms and Conditions, becomes void or voidable, or if the other party asserts that any stipulation is not applicable because this would be unacceptable in the given circumstances on the basis of criteria of reasonableness and fairness and an appeal to this effect is upheld or accepted by the court, this stipulation must be converted into such a stipulation that does justice to the purport of the void or voidable or inapplicable stipulation as much as possible.

Article 30

All written communications, including demands, resulting from or related to an agreement and/or the General Terms and Conditions, must be sent to: mobility@tudelft.nl.