



Rules of use and general conditions of sale

Langres Sud HGV secure parking (Opposite exit n° 6, Autoroute A31)

Article 1 DEFINITIONS

HGV secure parking site (HGVSPS) means a parking site for HGVs that is enclosed, subject to payment and equipped with surveillance systems and barrier controlled access. The surveillance of the site is guaranteed 24 hours a day.

Means of payment designates bank debit or credit cards and the TIS PL telebadge; the means of payment accepted are displayed at the site entrance.

PARK+ designates the company assuring the emplacement and exploitation of these HGV secure parking sites.

Client designates the vehicle driver using the HGV secure parking site.

Article 2 PUBLICITY OF RULES OF USE

These rules of use are available for Clients interested on demand from the HGVSPS security agent, or from catering staff.

These rules exist in French, English, and German. Only the French version is definitive.

Article 3 SITE DESCRIPTION

PARK+ has built, in the Langres Sud enterprise zone, an HGV secure parking site (HGVSPS) for goods vehicles whose facilities include:

- 228 parking spaces with access
- a payment installation with two entry and two exit lanes
- a building containing a restaurant (about 150 places) as well as the site surveillance premises
- two cabins serving as public conveniences
- fencing 2.5 m. (over 8 feet) high with an alarm system in case of attempted intrusion or break in
- a video system allowing surveillance of all the fencing and installations, in accordance with Law n° 95-73, 21 January 1995
- rising kerb road blockers in the payment lanes, deactivated when entry and exit transactions are validated
- a turnstile between the services zone and the secure parking site

Article 4 GENERAL INFORMATION

- 4.1 The Client is informed the vehicle entry and exit transactions are filmed in the interests of security and theft and fraud prevention (right of access to the images: declaration - Prefecture of the Haute-Marne).
- 4.2 The registrations of the vehicles parked in the HGVSPS will be recorded at regular intervals.
- 4.3 Only vehicles driven by a driver with an accepted and unexpired means of payment, which he has the right to use, may enter the HGVSPS. The Client is informed that to prevent fraud automatic checks can be carried out.
- 4.4 All parking in the HGVSPS is subject to the present rules, which override any other non-contractual document, excepting express and formal waiver by PARK+. All requests to park, materialised by having a vehicle enter or stay in the HGVSPS, even temporarily, implies the acceptance, without restriction or reserve, of these rules.
- 4.5 The Client is responsible for parking his vehicle so as to respect regulatory safety and security restrictions, especially those of the ADR decree of 1 June 2001 for the transport of dangerous material.
- 4.6 Except in the case of duly displayed waivers, only heavy goods vehicles - lorries and articulated lorries - may park in the HGVSPS. Parking in the HGVSPS is prohibited for light vehicles and passenger vehicles (buses, coaches, etc.).
- 4.7 It is strictly prohibited to unhitch or exchange road units consisting of a truck-tractor and trailer. A trailer by itself will be treated as an abandoned vehicle. Lack of respect of this provision shall entail an exit surcharge for the Client, following the conditions defined in Article 7.3.
- 4.8 PARK+ reserves the right to make any modification to these rules at any moment.

Article 5 SCHEDULING AND SURVEILLANCE

The HGVSPS is open permanently.

The HGVSPS is monitored with cameras, respecting current regulations.

The **surveillance** of the site is assured **locally by security agents** present on site in a **surveillance unit** inside the multi-services building. The surveillance is effective every night from 8 p.m. to 8 a.m., as well as the weekend from Friday 8 p.m. to Monday 8 a.m. The stand-by guard can also be contacted on the following number: **03.80.60.00.60**.

An operational agent also assures the tele-monitoring of the payment installations. In the event of a problem the Client and the agent can communicate through an intercom beside the lane.

Police officers may assist the HGVSPS security agents if necessary.

Concerning the bar and restaurant services opening times are as follows:

- The restaurant will be open from at least 11 a.m. to 3 p.m. and 5 to 11 p.m. from Monday to Friday. Normally, it will be closed on Saturdays, Sundays and public holidays.
- The bar will be open from at least 6 a.m. to 11 p.m. on Mondays and from 5 a.m. to 11 p.m. Tuesday to Friday. It will also be open on Saturday from at least 5 a.m. to 9 a.m. It will normally be closed on Sundays and public holidays.

For access to the toilet facilities outside opening hours the Client should address the security agents.

Article 6 ENTRY AND EXIT FROM THE HGVSPS

6.1 Entry

Entering the HGVSPS is totally automated and effected by:

- inserting a valid payment card in the entry terminal, or identifying with a valid telebadge; no payment is made during this operation;

or

- authorisation at a distance, by the operational agent, following a request by intercom for any incident connected to the means of payment and/or the functioning of the equipment;

or

- authorisation at a distance, by the operational agent, following a request by intercom for any intervention connected to the working of the site.

Performing one of these three actions makes the entrance barrier open.

6.2 Exits

Leaving the HGVSPS is entirely automated and dependent on paying the parking fee.

Leaving the HGVSPS is effected by:

- inserting in the exit terminal the same payment card used to enter or identifying with the same telebadge. The amount corresponding to the period of the stay is displayed on the terminal, and a receipt is issued (except for payment by telebadge).

or

- authorisation at a distance, by the operational agent, following a request by intercom for any incident connected with the means of payment and/or the functioning of the equipment.

or

- authorisation at a distance, by the operational agent, following a request by intercom for any intervention connected to the working of the site.

Performing one of these three actions makes the exit barrier open.

Article 7 PARKING

7.1 How to park

The Highway Code applies to all traffic within the HGVSPS open to the public.

Each vehicle must be parked correctly in one of the spaces provided for the purpose and marked out on the ground. It must be locked by the Client on leaving his vehicle.

Any peddling, hawking, pitching or selling of goods, posting, or distributing brochures, as well as any unloading or transferring of merchandise between lorries, even partial, is strictly prohibited.

7.2 Length of stay

Excepting express waiver by PARK+, a vehicle's maximum period of parking is limited to **72 hours**.

Nevertheless, to reserve or prolong parking exceptionally the Client can contact PARK+ either at the surveillance premises, or through the stand-by on **03.80.60.00.60**.

In every case of excess parking the charge will be calculated on the basis of a fixed sum for each excess hour in accordance with the applicable rate.

Every vehicle or trailer parked illicitly or in contravention of the rules in force shall be towed away, notwithstanding any protest by the Client, at the Client's risk and expense.

7.3 Unhitching or exchanging trailers

Excepting PARK+'s express and formal waiver, unhitching or exchanging trailers, or parking a trailer by itself, are prohibited in the HGVSPS. A surcharge will be paid for the exit of the tractor-unit by itself, and then for the exit of the tractor-unit and trailer hitched together. This surcharge corresponds to the effective prolongation to the period of parking.

Article 8 CIRCULATING AND MANOEUVRING WITHIN THE SECURE PARKING

- 8.1 All vehicle movements, manoeuvres, parking, disembarking and embarking of passengers inside the secure parking are entirely the Clients' responsibility.
- 8.2 Clients are liable for any personal injury they may cause within the HGVSPS and for all material damage, whether to property or chattels, they may occasion to the installations of the said parking site or to other Clients or third parties.
- 8.3 In case of damage caused to the installations the perpetrator is required to declare the accident immediately in writing to:

PARK+, Service Clients, 36 rue du Docteur Schmitt, 21 850 Saint-Apollinaire
contact@parkplus.fr

as well as to his insurance company.

- 8.4 Vehicle movements and manoeuvres within the HGVSPS must be made at moderate speeds: **30 km/h (18 m.p.h.) maximum.**
- 8.5 Clients are required to follow the directions shown by the arrows and respect the traffic signs and lights.
- 8.6 Reversing is only permitted when necessary to park a vehicle in a parking space.
- 8.7 In certain exceptional situations Clients shall be required to obey the instructions given them by the security or operational agent.
- 8.8 Clients walking about the HGVSPS must pay the greatest attention to the traffic and use the marked paths. Moreover, they must never walk on the access lanes or in the payment zone, unless asked by the security agent.

ARTICLE 9 FINANCIAL CONDITIONS

9.1 Means of payment and rates

Parking in the HGVSPS is charged following the rates fixed by PARK+.

The amount to be paid is counted by indivisible hours from the hour of entry. Every hour begun is charged for.

The parking rates, surcharges and accepted means of payment are **on display in the entry and exit lanes** of the HGVSPS.

9.2 Conditions and methods of payment

Payment must be made before leaving the HGV secure parking site for direct debit payment methods, or for the other means of payment will be invoiced subsequently.

Failure to respect the terms of payment shall entail the application of a penalty corresponding to twice the rate of statutory interest, as well as recovery costs which may be charged to the Client.

The rates for the ancillary services (catering, showers, laundry, etc.) are displayed at the entrances to the building, and directly payable to catering staff.

9.3 Loss of means of payment

In the event of losing or misplacing the means of payment used to enter the site - or its expiry at the moment of leaving - the Client can, by means of the exit intercom:

- either give the bank card number; the normal rate will then be applied, after checking the card's validity;
- or use another means of payment.

In every case the vehicle's departure is subject to checking the entry data, in correlation with the information given by the Client.

Non-payment shall entail an acknowledgement of debt made out by the security or operational agent. In this case the Client shall be considered as the debtor and shall present his identity papers as well as those of his vehicle. If he proves he is the employee of the vehicle's owner, then the owner shall become the debtor.

9.4 Complaints

For all complaints concerning payments the Client should refer in writing to the following address:

PARK+,
Service Clients, 36 rue du Docteur Schmitt,
21 850 Saint-Apollinaire
contact@parkplus.fr

The complaint must be justified. The Client must enclose the original of the list of operations in which the debt is found.

Article 10 RESPONSIBILITIES - EXCLUSIONS

PARK+ is the holder of an insurance policy covering against the pecuniary consequences of the events for which it may be liable in the course of its activities.

Clients are reminded that responsibility for a vehicle when it is parked in the HGVSPS is not transferred to PARK+, the site operator, but remains the Client's.

The maintenance and surveillance of the HGVSPS as an infrastructure is the responsibility of PARK+. It is expressly agreed that PARK+ is not required to use more than its best endeavours. In any event, the liability of PARK+ is limited to direct and material damages, and to a maximum sum of € 500,000 per event.

The limitation of liability does not apply to cases of personal injury.

When vehicles are parked in the HGVSPS, PARK+ takes care that the control and surveillance system is not defective, and that defective equipment is replaced as soon as possible.

In no case does PARK+ take out an insurance policy in the name and on behalf of Clients so as to cover against risks for which it is not liable.

PARK+ is not liable for chance events, acts of God or cases of *force majeure*, such as armed robbery, fire, frost, flood, snow, storm, strikes, riots, etc. - the list is not exhaustive.

Article 11 SAFETY AND HYGIENE

11.1 Refuelling, as well maintenance work of any kind, is prohibited within the HGVSPS.

11.2 It is also forbidden within the HGVSPS to release, or allow to flow, inflammable or corrosive liquids. In case of accidental spilling the vehicle may park on the emergency area provided for the purpose. Otherwise, the eventual costs of cleaning and repair shall be paid for by the party responsible - the security agent previously having made a report of the incident. The said Client shall also be liable for all damage - personal, material and immaterial - caused to other Clients or third parties.

11.3 Clients are liable for any accident causing personal injury and any material damage to property or chattels they may occasion in the HGVSPS.

11.4 Using horns and sound alarms is prohibited within the HGVSPS - except in case of immediate danger.

11.5 The electric installations in the areas accessible to the public are for the purpose of lighting only. The electric sockets are reserved for the use of PARK+ agents for service requirements exclusively. Their use by the Clients is strictly prohibited.

11.6 A parking space for the Handicapped is available. Any Client using this space abusively must vacate it as soon as possible.

Article 12 SERVICES

Two toilet cabins are available for Clients inside the secure parking site.

A multi-services building offers Clients various ancillary services: catering, toilets, showers, laundries, etc.

Article 13 BREAKDOWNS

In case of a breakdown in the HGVSPS the Client may call a repairman on to the site - only if the problem is minor.

In the case of a more serious problem, involving heavy mechanical operations or which produces pollution with an environmental impact, the vehicle must be evacuated by the repairman.

The choice between repairing on site and evacuation is left to the security agent.

During his intervention within the HGVSPS, the repairman is required to pay for his parking according to the rates in force. The repairman reserves the right to have his expenses paid by the Client.

A list of repairers is kept available for the Clients by the security agent of the HGVSPS.

Article 14 ASSISTANCE

Any Client discovering a crime, aggression or damage to property must alert the security or operational agent by intercom, so that he may ask for help or the intervention of the police or emergency services.

Article 15 PENALTIES

Failure to respect Articles 4.6 or 7.3 may result in vehicles and/or trailers being towed away - at the offender's risk.

Article 16 CHOICE OF LAW - JURISDICTION

In default of an agreed settlement, any dispute relating to the use of the HGVSPS shall be - by the express agreement of the parties - subject to French law and the exclusive jurisdiction of the Court of the domicile chosen by PARK+.