

Q-Park Finland`s General Terms of a Contract

§1 Q-Park`s obligations:

Q-Park offers parking services in parking facilities against compensation. Q-Park points where the parking takes place and grants in certain cases parking permits and access cards. Q-Park cannot guarantee a free parking space in all conditions. Q-Park is not responsible for nuisance, damages and break-ins to cars in parking facilities. Q-Park is not responsible for any indirect or direct damage occurred to vehicles in the area due to parking, driving or acts of third parties and cannot therefore be held liable for damages.

§2 Client`s obligations:

The Client undertakes to park according to the rules and signposting. The Client should use the parking facility only for parking a passenger car unless otherwise specifically agreed. The Client should in all occasions ensure and secure that the gates and doors of the specified parking facility are closed and locked after the passage. The Client has no right to let irrelevant persons in to the parking facility. The Client undertakes to follow the valid ordinance of the parking facility. The Client has no right to perform service, repair or washing actions in the parking facility.

§3 Parking permit and access card:

The Clients that hold an access card or a parking permit applies to the following: Parking permit is a form of securities and is valid if the payment of the season has been performed. Q-Park does not replace the missing parking permit. The access card is used to enter and exit the parking facility. In case the access card is lost it is an obligation of the Client to report it immediately to the nearest client service point. The Client is responsible for all costs occurred by the loss of the access card.

§4 Contract period and termination:

This Contract is valid for the duration of the contract period that the parties have agreed at the time of the signing of the Contract (Expressed in the front page of the Contract/invoice). The termination of this Contract shall be done in writing one month in advance prior to the beginning of the next billing season. Otherwise the Contract will continue to be always in effect the next billing season unless otherwise specifically agreed.

§5 Payment terms:

The payment added with at any given time valid VAT should be performed against the invoice on the due date at latest. In case of the late payment the Client has to pay an interest for the late payment according to the Interest Act (633/82) added with the reminder fee. The payment term is 14 days net. Q-Park has the right to make an adjustment on the prices in the beginning of each billing period.

§6 Personal data:

Q-Park shall use the Client`s personal data, such as name, address, telephone number, personal identification number/business ID etc. to fulfil the obligations arising from the Contract. These are for example offering of the services, administration, client service and invoicing together with marketing including among others the sending of the information and offers automatically to the Client. In agreeing about the parking services with Q-Park the Client agrees with Q-Park that it handles the personal data issues as indicated above. In addition the Client has the right to inquire about his/her client data once a year without any cost. A request for correcting of the data and receiving of the information shall be sent in writing to the nearest client service point of Q-Park.

§7 Transfer of the Contract:

This Contract cannot be transferred without a prior written consent of Q-Park. The transfer will not be accepted if the transferor has not fulfilled all of his/her obligations towards Q-Park.

§8 Breach of Contract etc:

Q-Park has the right to terminate the Contract immediately if a payment of an invoice is late or the Client otherwise breaches the terms of this Contract. Furthermore Q-Park has right to terminate the Contract immediately if the Client has seized the payments, has been set to liquidation or bankrupt, debt restructuring or otherwise has signs of deterioration of the abilities to pay.

§9 Disputes:

All contract disputes arising from the Contract shall be settled in general courts of law. The Contract shall apply the laws of Finland.

§10 Force majeure:

Q-Park is not responsible for fulfilling the contract terms nor liable for damages if its obligations cannot at all or only with unusually high costs can be fulfilled due to the domestic or foreign legal act provisions, domestic or foreign acts of authorities (for example fuel restrictions), war, act of terror, fire, explosion, strike, blockade, lockout or any other similar condition. Conditions for exemption such as strike, blockade or lockout are in effect if Q-Park is a party of such act of conflict or other party.