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# General Terms and Conditions

PLEASE NOTE: The text of these General Terms and Conditions of Online Sales was originally written in French and has been translated freely but accurately into English. It has been made available for your convenience. However, only the French version has legal value before the French courts

The information contained on this site is subject to change; you are invited to contact the parking lot in order to check it, as only the conditions available on site are applicable. The conditions of use of the parking lots and the services provided are applicable to all the parking lots managed by INTERPARKING FRANCE, unless otherwise specified. The conditions of services and special offers are available at the parking lot office during opening hours.

## Terms and conditions of online sales INTERPARKING France - 01 January 2023

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## **PART I: General Terms and Conditions of Online Sales for all Services**

### **· Article 1. Definitions**

"Customer" means any natural person of legal age who has the capacity to enter into a contract or any legal person who wishes to buy one or more Services offered by Interparking Site through the Website.

"Order" means the Customer's willingness to legally accept the offer of Services advertised by Interparking France through the Website.

"Car Park" means a car park used by Interparking France in which the Customer can use one or more Services.

"Services" means all the services advertised to the Customer by Interparking France through the Site, in the form of the right to park light vehicles and two-wheeled motor vehicles that do not exceed the maximum height specified in the Car park's specifications mentioned on the Site.

### **· Article 2. Object**

These general terms and conditions of sale (hereinafter referred to as the "General Terms and Conditions") govern the services offered for sale (hereinafter referred to as "the Services") via the website [www.interparking-france.com](http://www.interparking-france.com) (hereinafter referred to as the "Site") by INTERPARKING France, a public limited company with a capital of €33,704,000, whose registered office is located at 30, rue de Gramont (75002), registered in the Paris Trade and Companies Register under number 692 051 113, and its subsidiaries acting in their capacity as owners or holders of operating agreements for car parks (hereinafter referred to as INTERPARKING FRANCE).

This PART I is applicable to all Customers, whether they subscribe to the Online Booking Service or the Subscription Service. PARTS II and III complete, respectively, for the Booking Services (PART II) and the Subscription Services (PART III), the General Terms and Conditions of Sale stipulated in PART I.

In addition to these General Terms and Conditions of Sale, Interparking France has published on its Website the terms and conditions specific to each type of Service, in accordance with Article L. 111-1 of the French Consumer Code so as to ensure that consumers are familiar with the key features of the Services they wish to buy before they confirm an Order.

The offers displayed by Interparking France for a specific Car Park are subject to availability of spaces for the period requested by the Customer. The capacity displayed on the Website as to the number of parking spaces for each Car Park is the number of

spaces physically available in the Car Park. Interparking France sells a limited number of each type of Service depending on each Car Park's physical capacity and due to the need to allow various types of users (hourly use, subscription holders, private use, use involving booking a space, pre-paid use without booking a space, etc.) to have access to these Car Parks depending on the time of day or year. Given these technical limitations, information about available spaces is provided only when Customers submit their requests. If no spaces are available on the day of the request and for the dates requested by the Customer, the Order cannot be completed.

Orders for Services are reserved for Customers who accept without reserve all of these General Terms and Conditions before they place their Order. By placing an Order, Customers fully accept all these General Terms and Conditions.

Interparking France reserves the right to change these General Terms and Conditions at any time. Customers will be informed 30 days before any new General Terms and Conditions come into force.

Customers must therefore read and accept these General Terms and Conditions at the time of placing their Order, particularly to ensure that they are familiar with the terms and conditions applicable to the Order in question.

These General Terms and Conditions prevail over any other general or specific terms and conditions of sale or purchase that Interparking France has not expressly agreed to.

These General Terms and Conditions are valid from 1 January 2023. They apply to all Orders placed online by any Customer and accepted by Interparking France by means of an acknowledgement of receipt (Order confirmation email) from that date. This version invalidates and replaces all previous versions of the General Terms and Conditions.

Interparking France reserves the right to change these General Terms and Conditions at any time without notice. It is hereby specified that such changes shall not be applicable to Orders placed prior to the effective date of said changes, unless otherwise specified in the specific terms and conditions of the contract for professional Customers.

These General Terms and Conditions prevail over any other general or specific terms and conditions of sale or purchase to which Interparking France has not expressly agreed.

### · **Article 3. Capacity**

To use the Services offered on the Website, Customers must, if they are a natural person acting on their own behalf or representing a legal person, be of legal age, be legally capable of entering into a contract, and use the Website in accordance with these General Terms and Conditions.

Customers are financially responsible and liable for using the Website both on their

own behalf and on behalf of third parties, including minors. Customers guarantee that any information they provide is true and accurate.

Using the Site for fraudulent purposes or violating these General Terms and Conditions could result in INTERPARKING FRANCE blocking the Customer's access to the Services offered on the Site at any time, even after having confirmed an Order, without prejudice to the possibility of INTERPARKING FRANCE instituting proceedings before the competent courts.

#### · **Article 4. Geographical scope**

The online sale of Services available on the Website applies to eligible Car Parks located in France and the Services offered in these Car Parks.

#### · **Article 5. Orders**

The various stages involved in placing an Order are explained in detail on the Website when placing an Order.

An Order will be confirmed only if the Customer accepts these General Terms and Conditions, acknowledges to have read them in full, and waves their right to avail of their own terms and conditions of sale or other conditions by clicking on the box "I acknowledge that I have read and understood all the General Terms and Conditions and accept them".

Confirming an Order and paying for it will constitute an electronic signature that will have the same legal value between the Parties as a handwritten signature. By doing so, the Customer agrees to be legally bound to accept the Order.

After payment, a certificate of payment is displayed (considered as a receipt of payment by bank card).

An Order confirmation email summarising the key details (such as the name of the Service ordered, the number, the price, the period of use, the place and conditions of use, etc.) will be sent to the Customer to the email address provided on the subscription form.

INTERPARKING FRANCE encourages Customers to print and/or save the Order confirmation and certificate of payment on a reliable and permanent medium.

Customers are responsible for ensuring that the contact details they provide when placing an Order are correct and will allow them to receive the Order confirmation and/or use the Service ordered. If a Customer does not receive the confirmation email, they will need to contact INTERPARKING FRANCE's Customer Service team via the Site [www.interparking-france.com](http://www.interparking-france.com), using the form [/fr-FR/contact/](#)

## · **Article 6. Terms of Service**

The Services advertised on the Website are reserved for Customers who have created a personal account on the site and have an email address to which the Order confirmation email can be sent.

Customers assume all risks and liabilities connected with using the Services and take full responsibility for doing so under the conditions specific to each Service.

Each Service is valid only for a single vehicle and for the period or duration specified in the Order confirmation and/or invoice.

Before subscribing to any of the Services, the Customer must provide the following information:

- Last name, first name;
- Home address;
- Billing address;
- Email address;
- Telephone number;
- Licence plate number of each vehicle for which the Services are purchased

The Customer undertakes to provide Interparking France with accurate, complete and up-to-date information. The Customer undertakes to keep the information and documents communicated regularly updated as necessary. In the event of a change to their contact details, the Customer must notify Interparking France as soon as possible, either by email sent to [contact-france@interparking.com](mailto:contact-france@interparking.com); or by post to the following address:

Interparking France  
30 Rue de Gramont, 75002 Paris

Customers are allowed to park only if there are spaces available when their vehicle enters the Car Park, in spaces not reserved for other types of customers, and only in the specified area, where applicable.

Any parking that violates these General Terms and Conditions (including PARTS II and III) applicable to each Service must be paid for on site, at the rate set for customers who pay by the hour.

Customers undertake to comply, or where applicable to ensure that their staff complies, with these General Terms and Conditions, the Car Park's internal rules, any police and safety regulations that apply to the Car Park, the Car Park signs especially as regards speed limits, and more generally the rules of the French Highway Code, as well as any instructions given by the Car Park staff. Interparking France has the right to move a Customer's vehicle in the event of an accident, presumed danger, or a justified request to the Customer that has remained unanswered, particularly in the case of works at the Car Park in question.

Without prejudice to any other rights arising from these General Terms and Conditions, Interparking France reserves the right, should a Customer fail to meet any of their obligations, particularly as regards payment, to end the contractual relations between the Parties if the Customer fails to react to a formal notice to rectify the situation within an appropriate time.

Any means of access provided to the Customer will remain the exclusive property of Interparking France. Where appropriate, the means of access may be granted in exchange for a deposit, the amount of which will be specified before the Order is confirmed and paid for by the Customer. The deposit amount will also be specified in the Order confirmation provided by the Website after the Order has been confirmed. In any case, the Customer will be responsible and liable for any use of the means of access by a third party. Any loss, theft or deterioration of this means of access must immediately be reported to Interparking's customer service department by email to the following address: [contact-france@interparking.com](mailto:contact-france@interparking.com) any one of its obligations to INTERPARKING FRANCE, the latter reserves the right to prohibit the customer's access to the Car Park concerned with this means of access, until the situation is rectified.

#### • **Article 7. General provisions relating to prices**

Prices for Services are shown in euros and include all taxes. An invoice for the Service provided will be issued in accordance with the price in force at the time when the Customer subscribes to the Service.

Prices include VAT at the rate applicable on the day that the Order is placed. Any changes to applicable VAT rates will be automatically reflected in the prices for Services.

Interparking France reserves the right to change the prices for the Services offered at any time. However, Interparking France undertakes to apply the price in force at the time of placing the Order throughout the duration of the contract.

#### • **Article 8. Liability**

##### ◦ **Section 01 Use of the Website**

Interparking France cannot guarantee the Website's performance or the availability of Services.

##### ◦ **Section 02 Services provided by INTERPARKING FRANCE**

Pursuant to French Law No. 2004-575 of 21 June 2004 relating to trust in the digital economy and Article L. 121-20-3 of the French Consumer Code, INTERPARKING FRANCE has an obligation towards Customers, if they are non-professional natural persons, to act in line with its responsibilities arising from a Customer's subscription to a Service in accordance with the conditions of the Service in question.

- **Section 03 Force majeure**

Interparking France cannot be held liable or responsible, or be considered to have failed to fulfil the provisions of these General Terms and Conditions, in the event of any delay or non-performance when either results from force majeure as defined by the case-law of the French courts.

- **Article 9. Complaints**

Information and additional details can be requested by phone at +33 (0)9 70 14 01 11 (standard rate), by email at [contact-france@interparking.com](mailto:contact-france@interparking.com) or via the "Contact" form on <https://www.interparking.fr/fr-FR/contact/>. Complaints must be submitted in writing, either by email to [contact-france@interparking.com](mailto:contact-france@interparking.com) or by post to the following address:

Interparking France  
Service Réclamations  
30 rue de Gramont  
75002 Paris

Refund requests must be sent together with proof of payment.

- **Article 10. Intellectual property**

The images, texts, software and other components of the Website are protected through intellectual property rights. Any full or partial representation of the Site and its contents, by any means whatsoever and without prior explicit consent from INTERPARKING FRANCE, is forbidden and will be regarded as counterfeiting within the meaning of Articles L. 333-2 et seq. of the French Intellectual Property Code.

All parts of the Site are and remain the exclusive intellectual property of INTERPARKING FRANCE. It is forbidden to reproduce, exploit, share or use elements of the Website for any purpose, in part or in full, be they software, text, images, videos, sounds, or anything else.

Any simple and hypertext links are strictly forbidden without prior written consent from Interparking France.

- **Article 11. Personal data**

- **Section 01 General information**

The data controller is the Management Board of Interparking France and its subsidiaries.

The purpose of data processing is to allow Interparking France to fulfil the contract, issue invoices for services and ship items to customers, manage invoices and payments, inform the Customer about any changes to the Service and the contract or these General Terms and Conditions, perform recovery



operations and handle disputes, and take care of any communications in connection with fulfilling the contract.

The collection of certain personal information (customer's identity and postal and/or email address, vehicle registration number) is essential for concluding a contract. If a Customer refuses to provide this information, the contract cannot be concluded. By signing (manually or electronically) the contract, the Customer agrees to the collection of their personal data.

Recipients (data processors) of the personal data collected include banks managing direct debit transactions, intermediaries collecting data (electronic signature of documents, website hosting), intermediaries involved in directly mailing contract-related documents (invoices, newsletters, etc.), and debt collection agencies. They are all based in the European Union.

According to Simplified Standard No. 48 issued by the French Data Protection Authority (CNIL), the duration that data collected as part of this contract must be stored is the one required in order to properly manage the contract at least until reciprocal obligations are entirely extinguished, with Interparking reserving the right to store them for 3 (three) years after an amicable end to the business relationship.

Customers have the right of access, rectification, and modification as regards their personal data, in accordance with Articles 15 to 21 of the GDPR. If the parking service is transferred to a third party (leaseback or transfer of ownership of the car park, termination of Interparking's service provision contract, transfer of securities held in the name of the company that owns or manages the car park, etc.), the Customer can exercise their right of portability, i.e. transfer their personal data to the new operator. Portability is not automatic and can only be implemented upon written instruction from the Customer.

Interparking France's Privacy Policy can be found at [/fr-FR/Notice-vie-privee/](#)

o **Section 02 Who to contact?**

To exercise their rights, Customers can contact our Data Protection Officer (DPO) at the address below by sending a written, dated and signed request. Please note, however, that using email guarantees that your request will be processed as soon as possible.

Interparking  
Data Protection  
Officer 30 rue de  
Gramont  
75 002 Paris  
[dpofr@interparking.com](mailto:dpofr@interparking.com)

If you believe that the processing of your personal data violates data protection legislation, you can also file a complaint with the Data Protection Authority.

- **Section 03 Registration plate recognition devices**

To optimise parking areas, some of our car parks are fitted with licence plate recognition devices that help monitor and facilitate vehicle entries and exits and ensure that there is proof of parking duration if a Customer paying by the hour loses their ticket. The device captures only the licence plate and the lower part of the front of the vehicle, never the driver or passengers. The car park manager, individuals authorised by Interparking France and service providers responsible for maintaining the devices are likely to have access to the data recorded by these devices. In accordance with the French Data Protection Act of 6 January 1978 in its latest modified version in force, Customers can contact us by sending a letter to INTERPARKING FRANCE, Service relation clients, 30, rue de Gramont, 75002 Paris, France in order to exercise their right to access, rectify, oppose or delete any data relating to them.

- **Article 12. Archiving – Proof**

Digital databases stored on the IT systems belonging to Interparking France and/or its subcontractors under reasonable security conditions are considered as proof of the communications between Parties as well as Orders and payments.

- **Article 13. Non-transferability**

Customers cannot transfer, in whole or in part, whether in return of payment or free of charge, their rights and obligations arising from an Order.

- **Article 14. Dispute resolution**

- **Section 01 Applicable law**

These General Terms and Conditions are subject to French law. The Parties will endeavour to resolve amicably all disputes relating to the formation, interpretation or performance of their contractual relations.

- **Section 02 Mediation**

Interparking France and Customers will endeavour to resolve any disputes amicably.

Pursuant to Articles L. 616-1 and R. 616-1 of the French Consumer Code, if an amicable solution cannot be reached and the Customer has already sent a written complaint to INTERPARKING FRANCE, the Customer has the right of recourse to the French National Automotive Trades Council (CNPA), provided that the request meets the conditions for admissibility, which can be found at [www.mediateur-cnpa.fr/comprendre-la-mediation.htm](http://www.mediateur-cnpa.fr/comprendre-la-mediation.htm):

- either directly online on the website [www.mediateur-cnpa.fr](http://www.mediateur-cnpa.fr);

- or by filling in a referral form, which can be downloaded from the mediator's website, and sending it by post to M. le Médiateur du Conseil national des professions de l'automobile (CNPA) - 50, rue Rouget de Lisle - 92158 Suresnes Cedex or by email to [mediateur@mediateur-cnpa.fr](mailto:mediateur@mediateur-cnpa.fr).

Interparking France would like to draw the attention of consumers and customers to the existence of an EU online dispute resolution platform designed to collect potential complaints resulting from online purchases made by EU consumers and ensure that they are forwarded to the competent national mediators.

The platform can be found at: <http://ec.europa.eu/consumers/odr/>.

◦ **Section 03 Attribution of jurisdiction**

If a dispute cannot be resolved amicably within a month of one Party notifying the other, the Parties must submit the dispute to arbitration:

- by the Commercial Courts having jurisdiction in the place where INTERPARKING FRANCE's head office is located, in cases where the Customer is a professional or a natural person;
- by one of the courts having local jurisdiction on account of the French Code of Civil Procedure or the court having jurisdiction in the place where the Customer resided at the time when the contract was concluded or when the harmful event occurred (Article R. 631-3 of the French Consumer Code) if the Customer is a consumer.

## **PART II: General Terms and Conditions of Sale applicable to Booking Services (Supplement)**

### **· Article 1. Scope**

For Services relating to bookings, PART II of the General Terms and Conditions supplements the General Terms and Conditions of Sale specified in PART I.

### **· Article 2. Definition**

The online booking service involves making available to private individuals and professionals, subject to availability, prepaid parking packages (hereinafter the "Package") ranging from a few hours to 30 days at the most, and granting access to a Car Park where the Service is offered, for a specified duration and vehicle (hereinafter the "Booking").

When booking a Package online, a booking number is issued once the payment has been made. The number is the transaction reference number and Customers must provide it in order to receive a parking pass when they first enter the Car Park and if they have any questions about the Service at a later date.

### **· Article 3. Conditions of Use for Bookings**

Once a Booking order is confirmed, INTERPARKING FRANCE will send the Customer an order confirmation email with a digital code or QR code depending on the Car Park's facilities. When they present this code at the Car Park entry gate or Customer Services desk, Customers will be issued a parking pass that will allow them to enter and exit the Car Park while their Package is valid. The access pass makes entering the Car Park easier, but is not mandatory.

The access pass provided to the Customer when they first report to the Car Park will remain the exclusive property of Interparking France. In any case, the Customer will be responsible and liable for any use of the means of access by a third party. If Customers lose their pass or if it gets stolen or damaged to the point where it cannot be used, in order to receive a new one, they will need to immediately notify the Car Park operators or the Call Centre using the intercom. Otherwise, they will need to pay for the parking based on the Car Park's hourly rate in addition to the Package price, which will not be refunded.

As the Car Parks are facilities open to the public and to all other categories of Car Park users, Customers who purchase a Package will be able to access the Car Park only if there are spaces available and will be able to park only in spaces not reserved for other users and marked as such. Customers who purchase a Package including a booked space can park only in the designated area or the space specified in the confirmation email or indicated by the Car Park staff. If the Car Park displays a sign stating that it is full, the entry gates will not issue any more tickets to

Customers arriving at the Car Park for the first time or accept tickets from returning Customers. However, except in specific cases relating to safety, a vehicle exiting the Car Park will automatically grant the right for another vehicle to enter it. If Customers are unable to enter the Car Park, they should immediately notify the Car Park or Call Centre staff, who can be reached through the intercoms at the entry gates. From the date and time that this information is provided, Interparking France will recognise that the Customer was legitimately unable to access the Car Park only if 60 minutes after first notifying the relevant staff the Customer was still unable to use their access ticket due to unavailability of spaces. Recognition of this fact gives the Customer the right to a refund from Interparking France for all or part of the Package, which the Customer can make a valid claim for in accordance with the provisions of Article 9 of PART I.

• **Article 4. Financial conditions**

◦ **Section 01 Package price**

Prices for Packages are shown in euros and include all taxes. The price of the Package paid for by the Customer when placing their Order gives them the right to park in the Car Park between the dates and times of arrival and departure specified in the Order confirmation email and to enter and exit with their vehicle as many times as they want during this period.

As the price paid for the Booking is a flat rate, arriving after the date and time of arrival specified in the Order confirmation or departing before the date and time of departure specified in the Order confirmation will not entitle the Customer to a refund.

The full price must be paid when placing the Order. The amounts paid will not be considered deposits or down payments at any time.

◦ **Section 02 Exceeding of the Package**

If a Customer remains parked in the Car Park beyond the departure date and time specified in the Order confirmation, they will be required to pay for the additional parking time according to the Car Park's hourly rate. Customers can pay for any additional charges either at the automatic payment machines (card or cash) or the Car Park exit gates (cash only).

◦ **Section 03 Payment of the Package**

All Packages bought through the Website must be paid for when placing the Order, by debit or credit card only (Visa and MasterCard are accepted) through a secure transaction.

Interparking France will cancel any Order if payment by debit or credit card is refused by officially accredited organisations or if payment fails.

Interparking France has entrusted the management of remote payments for Services by debit or credit card to a third-party collecting agency. Online payments for Services are made remotely by debit or credit card via a secure payment system operated by a certified provider that uses SSL technology for encryption and data transfer. All information collected during the remote payment process are immediately encrypted and saved on the secure payment server belonging to the third-party collection agency — twenty-four hours a day, seven days a week.

Customers should be aware that any provisions relating to potential fraudulent use of their debit or credit cards are those arising from the agreement between the Customer and the bank that issued the debit or credit card in question.

#### • **Article 5. Withdrawal**

Customers who are consumers have a right of withdrawal in accordance with Articles L.221-1 to L.221-29 of the French Consumer Code. This right can be exercised within fourteen (14) clear days from the date the contract is concluded.

If the Service has not started on the date on which the Customer exercises their right of withdrawal, they will be refunded the full amount paid.

However, if the Booking started during the withdrawal period, after the Customer gave their express consent for the service to be performed, in accordance with Article L. 221-25 of the French Consumer Code, but subsequently exercised their right of withdrawal, the amount due to the Customer by INTERPARKING France will be calculated on a pro rata basis of the actual length of parking time in accordance with directive 2011/83 of the European Parliament and the Council of 25 October 2011 in relation to the rights of consumers.

Customers who are professionals have a right of withdrawal identical to that benefiting consumers, in accordance with the provisions of Article L. 221-3 of the French Consumer Code. Professional Customers may only exercise this right of withdrawal if they meet the following cumulative conditions: the object of the contract does not fall within the main field of activity of the Customer's company; and the Company has five or fewer employees. It is up to professional Customers to prove that these cumulative conditions have been met at the time of the withdrawal request.

However, if the booking started during the withdrawal period, after the Customer gave their express consent for the service to be performed, in accordance with Article L. 221-10 of the French Consumer Code, but subsequently exercised their right of withdrawal, the amount due to the Customer by INTERPARKING France shall be calculated on a pro rata basis according to the actual days of parking time in accordance with Article 14.3 of Directive 2011/83 of the European Parliament and the Council of 25 October 2011 on consumer rights.

To ensure that a withdrawal is processed as quickly as possible during the withdrawal period, Customers are encouraged to cancel their Order themselves

from their account on the Website. They can also request it, preferably by email, at [contact-france@interparking.com](mailto:contact-france@interparking.com), on the Site [/fr-FR/contact/](#) or by post at:

Interparking France  
Service Clients – Vente en ligne  
30, rue de Gramont  
75002 PARIS France

If a Customer exercises their right of withdrawal, Interparking France will refund them within a maximum of fourteen (14) days from the date on which the right was exercised. In such cases, the Customer's debit or credit card will be re-credited (secure transaction) or they will be refunded by cheque depending on the payment method chosen by the Customer.

• **Article 6. Cancellation**

To guarantee that all Customers have access to its Car Parks, Interparking France takes account of the number of Bookings made in each Car Park for a given date in order to establish the number of Packages still available for sale. If a sold Booking affects the number of available spaces, potentially to the point where there are none left, without prejudice to the provisions of [Article 5 PART II](#), an Order for a booking can be cancelled by the Customer up to 7 clear days before the date and time of arrival specified in the Booking confirmation.

Any cancellation request made less than 7 clear days before the date and time of arrival specified in the Booking confirmation must be sent to:

INTERPARKING France Service Clients - Vente en ligne, 30 rue de Gramont, 75002 PARIS France

## **PART III: General Terms and Conditions of Sale applicable to Subscription Services (Supplement)**

### **• Article 1. Scope**

For Services relating to subscriptions, PART III of the General Terms and Conditions supplements the General Terms and Conditions of Sale specified in PART I.

More specifically, PART III is intended for all subscribers, as well as their beneficiaries or employees who have been given a subscription card to access the car parks and subscribers who have access rights to car parks equipped with a registration plate reader.

Subscribers with access to car parks equipped with registration plate readers are not exempt from use of a subscription card or the standards of use outlined below.

### **• Article 2. Definition**

The online subscription service involves making available to the public, private individuals and professionals subscription options for parking, with a minimum commitment.

Subscription holders have the right to park a vehicle in a Car Park throughout the subscription period and according to an access arrangement based on a weekly schedule of predefined authorised access (e.g. 24/7, unlimited access from Monday to Friday, nights and weekends, etc.). Interparking France determines the types of subscriptions for sale. The access profile corresponding to the subscription is stipulated in the special conditions of the subscription.

### **• Article 3. Subscription duration**

Subscription agreements are made for a specified period of 12 months. It can be terminated before this time under conditions specified in [Article 8](#).

Customers that are professionals or legal entities can opt for automatic renewal of their subscription contract. They can also take out an open-ended contract.

### **• Article 4. Conditions of Use of a Subscription**

In seven working days from the subscription start date at the latest, INTERPARKING FRANCE will send the Customer an encoded card for each vehicle. The pass entitles the Customer to a parking space. The card is sent to the Customer by post.

Each subscriber must carry their magnetic card at all times when using the car park. They may be asked to present it at any time when inside the car park by Interparking agents.



It is imperative to present the subscription card to the reader at the entrance and exit of the car park. In the event of failure to comply with this obligation, for any reason whatsoever, including loss or forgetting of the card, the subscriber will be required to pay the parking fees according to the hourly rates in effect, in addition to the subscription fee, the cost of which will be retained by Interparking.

Thus, in the event that the Subscriber, not having presented their magnetic card at the entrance to the car park, is able to prove the length of time they have been parked to the Operator (in particular, with the car park entrance ticket), the Operator reserves the right to invoice the Subscriber for the exact number of hours of parking at the car park's hourly rate.

In the event that the Subscriber, not having presented their magnetic card at the entrance to the car park, is unable to prove to the Operator the exact length of time they have been parked, the Operator reserves the right to invoice them for parking at the car park's daily rate.

In the event of loss of the card, it is imperative that the subscriber informs Interparking by email and/or by post to the addresses indicated below within 48 hours. The lost card will be deactivated immediately by Interparking. A new card will then be supplied to the subscriber upon payment of the replacement fee of €30 inc. VAT. This fee will be deducted directly from the subscription. The subscriber must ask the car park staff for a temporary card until they receive their new permanent card by post.

Similarly, in the event of damage to the card that renders it unusable, the Subscriber must notify the Operator by email and/or by post within 48 hours of the damage. The card will be immediately invalidated by Interparking. Replacement of the card is free of charge.

In the event that the Subscriber does not inform the Operator of the loss or damage to their card by email and/or post within 48 hours of the incident being noticed, the Subscriber must systematically pay the parking fee according to the rates in force for hourly users of the Car Park, in addition to the Subscription Fee, the cost of which will remain assigned to the Operator.

Notification of lost or damaged membership cards should be sent to the email address [contact-france@interparking.com](mailto:contact-france@interparking.com) and/or by post to:

Interparking France  
Service Clients  
30 rue de Gramont  
75002 PARIS

At the end of the subscription, whether it is terminated early or at the end of the term agreed upon by the parties to the subscription contract, the subscription card must be returned to Interparking. If the card is not returned within the period indicated in the subscription contract, it will be invoiced to the subscriber at €30 including VAT.

As the Car Parks are facilities open to the public and to all other categories of Car Park users, Customers who purchase a Subscription will be able to access the Car Park only if there are spaces available and will be able to park only in spaces not

reserved for other users and marked as such. Customers who purchase a Subscription including a booked space can park only in the designated area or the space specified in the confirmation email or indicated by Car Park staff.

If the Car Park displays a sign stating that it is full, the entry gates will not allow access to the Car Park. However, except in specific cases relating to safety, a vehicle exiting the Car Park will automatically grant the right for another vehicle to enter it. If Customers are unable to enter the Car Park, they should immediately notify the Car Park or Call Centre staff, who can be reached through the intercoms at the entry gates. From the date and time that this information is provided, Interparking France will recognise that the Customer was legitimately unable to access the Car Park only if 24 hours after first notifying the relevant staff the Customer was still unable to use their access ticket due to unavailability of spaces. Recognition of this fact gives the Customer the right to compensation from INTERPARKING France, for which the Customer can make a valid claim in accordance with the provisions of [Article 9 of PART I](#).

#### • **Article 5. Price**

The price applicable to a fixed-term non-renewable subscription contract taken out by a natural person is the price specified in the specific conditions of the contract. It is applicable for the entire duration of the contract.

Interparking France reserves the right to change the prices for the subscription services offered at any time. In the case of Customers that are professionals or legal entities and have opted for automatic renewal, if the cost of the subscription that they have taken out changes, Interparking France is required to notify the Customer three (3) months before effective renewal of the subscription contract. In the event of refusal of the new conditions, the Customer shall request termination of the contract in accordance with the provisions of Article 8 of Title III herein.

In the case of Customers that are professionals or legal entities and have opted for an open-ended contract, if the cost of the subscription that they have taken out changes, Interparking France is required to notify the Customer between one (1) and three (3) months before the date the new price comes into effect, which may only occur from the contract's anniversary date. In the event of refusal of the new conditions, the Customer shall request termination of the contract in accordance with the provisions of Article 8 of Title III herein.

#### • **Article 6. Billing and payment**

##### ◦ **Section 01 Accepted payment methods**

Customers can pay for subscriptions taken out online by direct debit.

##### ◦ **Section 02 Billing**

The first subscription fee is invoiced when Customers take out a subscription through the Website, following:

- an electronic signature agreeing to the General Terms and Conditions of Sale;
- an electronic signature agreeing to the internal rules;
- and, depending on the payment method chosen by the Customer,
  - an electronic signature agreeing to a direct debit (SEPA);

- or payment by debit or credit card.

Subsequent invoices will be sent by post or email on each payment due date. Invoices can also be downloaded from the Site, in the "My Account" tab.

- **Section 03 Fee payments**

- Monthly
- Quarterly
- Semi-annually
- Annually

Each frequency has a different price.

Fees must be paid before the 15th of the relevant month. If a Customer fails to pay part or all of a subscription fee due, Interparking France reserves the right to block the Customer's access to the Car Park without notice or notification.

In the event of rejection of a direct debit, the Customer shall automatically be charged an administration fee of €7.50.

- **Section 04 Payment for exceeded authorised parking time**

If a Customer uses the Car Park outside the periods authorised by the access arrangements linked to their subscription, the additional time will be charged at the Car Park's hourly rate. Depending on the Car Park, Customers can pay for any additional charges either at the automatic payment machines (card or cash) or the Car Park exit gates (cash only). Alternatively, the additional charge can be included on an invoice.

- **Article 7. Withdrawal**

Customers who are consumers have a right of withdrawal in accordance with Articles L.221-1 to L.221-29 of the French Consumer Code. This right can be exercised within fourteen (14) clear days from the date the contract is concluded.

Customers who are professionals have a right of withdrawal identical to that benefiting consumers, in accordance with the provisions of Article L. 221-3 of the French Consumer Code. Professional Customers may only exercise this right of withdrawal if they meet the following cumulative conditions: the object of the contract does not fall within the main field of activity of the Customer's company; and the Company has five or fewer employees. It is up to professional Customers to prove that these cumulative conditions have been met at the time of the withdrawal request.

If the Subscription has not started on the date on which the Customer exercises their right of withdrawal, they will be refunded the full amount paid.

However, if the subscription started during the withdrawal period, after the Customer gave their express consent for the service to be performed, in accordance with Article L. 221-10 of the French Consumer Code, but subsequently exercised their

right of withdrawal, the amount due to the Customer by Interparking France will be calculated on a pro rata basis of the actual length of parking time in accordance with Article 14.3 of Directive 2011/83 of the European Parliament and the Council of 25 October 2011 on consumer rights.

The Customer must send a notification of withdrawal by email to [contact-france@interparking.com](mailto:contact-france@interparking.com), via the Site [/fr-FR/contact/](#), or by post to the following address:

Interparking France  
Service Clients – Vente en ligne, 30 rue de Gramont  
75002 PARIS

If a Customer exercises their right of withdrawal, Interparking France will refund them within a maximum of fourteen (14) days from the date on which the right was exercised. In such cases, the Customer's debit or credit card will be re-credited (secure transaction) or they will be refunded by cheque depending on the payment method chosen by the Customer.

#### • **Article 8. Termination at the Customer's request**

The subscription contract is taken out by the Customer with a commitment of 3 (three) months. Termination may not be requested by the Customer during this period, except in cases of force majeure.

After the end of this commitment period, the contract may only be terminated before its term at the Customer's request in the following cases:

- Loss, theft, destruction, or sale of the vehicle,
- death of the Customer,
- change of location of the business activity,
- change of main residence.

The request for termination justifying one of the causes of force majeure must be notified to the Operator with 20 days' notice by registered letter with acknowledgement of receipt, or email to [contact-france@interparking.com](mailto:contact-france@interparking.com).

The access pass must be returned within two weeks of the contract ending. Failure to do so will result in a €30 fee per unreturned pass.

For subscriptions paid annually or quarterly that are terminated before the end of the contract period, Interparking France will refund Customers the difference between the price paid and the duration consumed, calculated at the monthly rate.

#### • **Article 9. Termination due to the Customer's fault**

If a Customer fails to pay for part of all of a subscription fee, Interparking France reserves the right to terminate the subscription contract after three notifications left unanswered due to the Customer's fault. The Customer will be liable to Interparking

France for any unpaid fees, calculated pro rata, until the effective date of termination.