

General Terms and Conditions for the Parking Subscription at Radboud University

1. Application, management and cancellation

- 1.1 Only employees of Radboud University and students enrolled at Radboud University are entitled to a parking subscription for parking on the Radboud University campus. They must be registered as employees or students of Radboud University and have an active employee or student number. The subscription is activated on the campus card or student card.
Exceptions may be made for external employees, provided they have an employee number, and for employees of companies located on campus or of companies that carry out work on campus.
- 1.2 A separate parking pass is only available to employees of companies located on campus, and to employees who submit expense claims for parking and to students who do not have a campus card or a student card.
- 1.3 A subscription can only be requested, managed and cancelled via the self-service parking portal on the Radboud University [website](#). In the case of cancellation, the subscriber must enter the intended end date (taking into account the notice period referred to in Article 2.1) in the aforementioned self-service parking portal. If the aforementioned self-service parking portal is not accessible, the cancellation may be effected by sending an e-mail to parkeren-cf@ru.nl.
- 1.4 A subscription is concluded subject to the conditions precedent of: i) availability of a suitable parking space on campus and ii) compliance with the provisions of 1.1, 1.2 and 1.3.
- 1.5 Once a subscription has been created, Radboud University will activate the subscriber's campus card or student card or provide a separate parking pass to the subscriber (activation on the campus card and student card and provision of a separate parking pass, hereinafter collectively and each individually referred to as 'the proof'), which is required in order to be able to use and be entitled to use the car park. The proof remains the property of Radboud University. In the event of loss or destruction of the proof, the subscriber is obliged to notify Radboud University immediately. For the provision of a new proof by Radboud University, the subscriber must pay Radboud University the fee indicated on the website. If the subscriber loses their campus card or student card, they must immediately apply for a new proof via the [website](#) in order to continue their subscription. Individuals in possession of a separate parking pass must apply for a new parking pass from the Service Centre via e-mail to parkeren-cf@ru.nl.
- 1.6 The subscriber has access to a parking space and not to a specific space.
- 1.7 A parking subscription is strictly personal, in one's own name and is non-transferable. Only one parking subscription is issued per person.

2. End of subscription

- 2.1 A parking subscription can be cancelled by subscriber by giving one calendar months' notice. A subscription must be cancelled with the Service Centre before the first of the month. A parking subscription must be cancelled by the subscriber at the end of their employment or degree programme. A subscription must be cancelled in accordance with the provisions of Article 1.3.
- 2.2 Once the entered end date has passed, the cancellation is irrevocable. In the event that the subscriber still wishes to continue the subscription, they must submit a new application.
- 2.3 The proof must be handed in to Radboud University no later than the last day of the subscription, unless the proof is the campus card or the student card.

3. Costs and payment

- 3.1 Radboud University applies a monthly payment system for parking fees. In the event of an application for or cancellation of a subscription during the course of a month, the full monthly amount shall be due.

- 3.2 Payments are made monthly by means of a direct debit from the subscriber's bank account. The subscription fee is due monthly at the end of the month and must be paid before the start of the next period of one calendar month.
- 3.3 Radboud University is entitled to change the parking rates on an annual basis. Rate changes will come into effect three months after they have been announced.
- 3.4 In the event of a change to the parking rates, the subscriber is entitled to terminate the agreement as of the date of the change to the rates.

4. Late payment

- 4.1 In the event of late payment of the subscription fee or other charges arising from the subscription, Radboud University is entitled to refuse the subscriber access to the car park under the subscription until the date on which the full payment has been made, without prejudice to the other rights of Radboud University arising from the late payment.
- 4.2 In the event of late payment or failure to pay in full, the subscriber shall be liable for the statutory extrajudicial collection charges. Payments made by the subscriber following a demand or summons for payment shall first be used to pay the aforementioned costs and statutory interest due, even if the subscriber specifies a different purpose at the time of payment.

5. Exemptions

- 5.1 Subscribers with a lasting physical disability must apply for an exemption from the municipality where they reside in order to use a parking space for people with disabilities.
- 5.2 Subscribers or applicants with a lasting physical disability must, if they wish to be considered for a subscription with an exemption from payment, have written confirmation from their supervisor or student counsellor at the Student Affairs Office, separate from the exemption referred to in 5.1.
- 5.3 Employees of Radboud University with a temporary physical disability can apply for an exemption from payment for a parking subscription through their supervisor.
- 5.4 Students of Radboud University with a temporary physical disability can apply for an exemption from payment for a parking subscription through the student counsellor at the Student Affairs Office.
- 5.5 **Please note:** For data protection reasons, an application for an exemption on the grounds of a permanent or temporary physical disability may not be communicated to the Service Centre. If this nevertheless happens, your application will not be processed.

6. Use of car parks

- 6.1 The subscriber shall observe traffic rules and safety regulations both on the campus and in the car parks and shall comply with any instructions given by the Parking Management Department.
- 6.2 The subscriber is authorised to enter the car park with a motor vehicle only if they are in possession of valid proof issued by Radboud University. Car parks may only be used for temporarily (less than 24 hours) parking a motor vehicle and not for any other purposes such as parking a caravan or campervan.
- 6.3 The subscriber may only enter and exit the car park during the opening hours indicated in or near the car park and/or on the website or at other agreed times.
- 6.4 Radboud University is entitled to refuse certain motor vehicles if Radboud University deems this desirable, with due regard for reasonableness and fairness. Such a refusal will occur in particular if Radboud University knows or suspects that the motor vehicle may cause damage (in the broadest sense).
- 6.5 The subscriber is prohibited from:
 - a. using the car park for any purpose other than parking;
 - b. offering, selling, hiring or distributing any goods or services in, on or near the car park;
 - c. bringing to or having in the car park explosive, flammable or otherwise hazardous and/or harmful substances, excluding motor fuels in the fuel tank of the motor vehicle;
 - d. making or affixing any advertising and/or other signs on or in the car park;
 - e. carrying out or having carried out repairs to the motor vehicle or other work in or on the car park, unless expressly permitted to do so by or on behalf of Radboud University;
 - f. remaining in the motor vehicle for longer than the time required to park the motor vehicle in question;

- g. parking a vehicle other than the specific (type of) motor vehicle in a parking space which is recognisably intended for a specific (type of) motor vehicle (e.g. a space that is allocated to a specific number plate, an accessible parking space, a parking space with an electric charging station or a parking space for cars or motorcycles);
 - h. driving out of the car park, past the barrier, directly behind another motor vehicle without the barrier closing in between.
- 6.7 In the event that the subscriber infringes the above provisions of 6.1 to 6.5, Radboud University is entitled to refuse the subscriber access to the car park and/or to terminate the subscription with immediate effect, without prejudice to the other rights of Radboud University arising from the infringement.
- 6.8 Radboud University is entitled, if it deems it necessary, to move (or have moved) any motor vehicle in the car park, to fit (or have fitted) a wheel clamp and/or to remove (or have removed) any motor vehicle from the car park at the subscriber's expense, without this giving rise to any liability on the part of Radboud University. Radboud University will observe the principle of reasonableness and due care when assessing the need for any of the aforementioned measures.
- 6.9 If a parking space has a facility for electrically charging a motor vehicle, the subscriber may use this service, if available, provided that the subscriber has a suitable motor vehicle and a suitable charging card. Radboud University in no way guarantees the availability and usability of such a charging station. Radboud University is never liable for any damage resulting from the use of the charging station. An electric motor vehicle may only be parked in a parking space with a charging station for the period during which the motor vehicle is actually connected to the charging station. Radboud University is entitled to charge an additional fee for the time that the motor vehicle connected to the charging station remains parked in the parking space with a charging station after the vehicle has been charged. These fees will be displayed on the website and/or in the car park.

7. Privacy

- 7.1 Please refer to the Privacy Statement included in the appendix for details of where and with whom subscriber data are shared.

8. Liability and indemnity

- 8.1 Parking is at the subscriber's own risk and expense. Surveillance is not included in the subscription.
- 8.2 Radboud University is not liable for damage of any nature whatsoever incurred, inflicted or otherwise suffered by the subscriber or third parties as a result of parking on the campus (unless the damage is due to intent or gross negligence on the part of Radboud University).
- 8.3 The subscriber indemnifies Radboud University against any claims by third parties who suffer damage and where the cause of such damage is attributable to the subscriber. If Radboud University is held liable by third parties in this respect, the subscriber is obliged to assist Radboud University both in legal and other proceedings and to do all that can be expected of them in such a case, without delay. If the subscriber fails to take adequate measures, Radboud University is entitled to take the necessary action, without any notice of default being required. All costs and damage incurred by Radboud University and third parties as a result of this shall be entirely at the expense and risk of the subscriber.

9. General

- 9.1 These General Terms and Conditions apply to all parking subscriptions taken out with Radboud University. Radboud University is entitled to unilaterally amend these General Terms and Conditions. Amendments shall enter into force four weeks after they have been announced, or at a later date specified in the announcement. If the subscriber does not wish to accept an amendment, they may cancel their subscription in writing within two weeks of the announcement of the amendment by Radboud University, with effect from the date on which the amendment comes into force. If the subscription is not cancelled in time, the new General Terms and Conditions will apply. Consequently, the latest version of these General Terms and Conditions, as published on the website of Radboud University, will always apply.

- 9.2 Access to the car park is granted exclusively on the basis of these General Terms and Conditions.
- 9.3 If there is a lack of clarity regarding the interpretation of any provision of these General Terms and Conditions, or if a situation arises which is not covered by these General Terms and Conditions, the interpretation must be made according to the spirit of these provisions.
- 9.5 Even if Radboud University does not demand strict compliance with these General Terms and Conditions at all times, this shall not imply that the provisions thereof do not apply or that Radboud University would in any way lose the right to demand strict compliance with the provisions of these General Terms and Conditions in other cases.

10. Disputes

- 10.1 The subscription and these General Terms and Conditions are governed by Dutch law.
- 10.2 All disputes arising from or in connection with the subscription and/or these General Terms and Conditions shall be submitted for settlement exclusively to the competent court in Arnhem.
- 10.3 The parties shall submit a dispute to the court only after they have made every effort to settle the dispute based on mutual consultation.