

# Terms of Service Parkos.com

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As deposited with the Chamber of Commerce under number 02095013.

## Article 1. Definitions

1. In these terms of service, hereinafter referred to as "Terms", the following definitions shall apply:
2.
  - a. Parkos: The private company 'Parkos B.V', also known as 'Parkos', located in Groningen.
  - b. Customer: Any natural or legal person who has entered into an Agreement with Parkos or has applied for an offer.
  - c. Parties: Parkos and Customers together.
  - d. Parking period: The period during which the Customer's vehicle is parked at the Parking Provider. This is the period between the date of entry (including this date) and the end date (including this date) of the parking.
  - e. Agreement: The agreement between Parkos and the Client will be concluded within the framework of an organized remote sales system of products, digital content and / or services, where until the conclusion of the Agreement, exclusively or by co-use will be made use of one or more techniques for remote communication;
  - f. Website: parkos.com.
  - g. Parking Provider: The party offering parking services and parking services on the website and where the Customer orders parking services.
3. Deviations from and additions to the Terms of Service may only be agreed in writing.
4. If any of the provisions of these Terms are annulled by judicial intervention, the remaining provisions shall remain in full force. The parties agree on new provisions to replace the invalid or non-compliance provisions. In doing so, the Parties will, as far as possible, comply with the objective and the scope of the original provisions.

## Article 2. Identity entrepreneur

1. Parkos  
Establishment and postal address:  
Boumaboulevard 77  
9723 ZS Groningen, The Netherlands  
Chamber of Commerce: 02095013  
VAT number: NL816971031B01  
Account number: NL09RABO0352767650

## Article 3. Offer

1. If an offer has a limited period of validity or is subject to conditions, this is explicitly stated in the offer.
2. The offer of Parkos contains the following information: the main features of the services, to the extent that this is appropriate in view of the carrier and services used. The description is sufficiently detailed to allow a good assessment of the offer by the Customer. If Parkos uses images, they are a true and fair view of the products offered. Apparent mistakes or manifest errors in the offer do not bind Parkos.
3. Unless expressly stated otherwise, the prices given by Parkos shall be as follows:
  - a. Including VAT and other taxes;
4. Parkos explicitly mentions the following aspects:

- a. a. The manner of payment;
  - b. b. The manner of delivery;
  - c. c. Delivery Terms;
  - d. d. Policy against complaints treatment;
  - e. e. The costs mentioned in Article 3, paragraph 3;
  - f. f. Whether or not to apply for a right of withdrawal;
  - g. g. The legal guarantee of conformity of goods;
  - h. h. The existence of relevant codes of conduct;
  - i. i. The existence and terms of warranty or other financial guarantees.
5. The cost of using a particular payment means, at most the cost of using it for Parkos.
  6. Each offer contains such information that it is clear to the Client what the rights and obligations are attached to the acceptance of the offer.
  7. A website of third parties, which may be referred to on the Website, may not be investigated or analysed by Parkos. Parkos is not responsible for the information and / or content of any internet sites referred to.

#### **Article 4. Agreement**

1. Subject to the provisions of paragraph 4, the Agreement shall be concluded at the time of acceptance by the Customer of the Offer and compliance with the Conditions attached.
2. As soon as the Customer has accepted the offer by electronic means, Parkos confirms receipt of acceptance of the offer immediately by electronic means. As long as the receipt of this acceptance is not confirmed, Customer may terminate the Agreement.
3. Parkos shall take appropriate technical and organizational measures to ensure the electronic transmission of data and ensure a secure web environment. The same applies to the electronic payment.
4. Parkos may, within legal frameworks, inform whether the Customer is able to meet its payment obligations, as well as all the facts and factors that are relevant for the accountability of the Agreement. If, on the basis of this investigation, Parkos has good grounds for not entering into the Agreement, it is entitled to refuse an order or application or to impose special conditions on the execution.
5. Parkos will provide the Customer with the following information, in writing or in such a way that the Customer can be stored in an accessible manner on a durable data carrier:
  - a. The visit address of the Parkos branch where the Customer is entitled to complaints;
  - b. The conditions under which and the manner in which the Customer may make use of any right of withdrawal or a clear notification of the exclusion of the right of withdrawal;
  - c. The information about existing post-purchase service and warranty services;
  - d. The information contained in article 3 paragraph 4 of these Terms, unless Parkos has already provided this information to the Customer prior to the performance of the Agreement;
6. Parkos has the right not to accept the Agreement without giving due cause.
7. Parkos will only act as a mediator when contacting the Client with the Parking Provider and the final agreement whereby the parking space is made available to the Client, is closed between the Client and the Parking Provider.

#### **Article 5. Right of withdrawal**

1. When Buying Services and thus the conclusion of the Agreement, the Customer is not entitled to a right of withdrawal.
2. Until the exclusion of Customer's right of withdrawal, as referred to in the previous paragraph, Parkos is entitled as the services of Parkos fall under the exception: "A transport and / or logistics service to be performed on a particular date and during A certain period '.

#### **Article 6. Delivery**

1. Upon receipt of the Agreement, a customer receives a voucher for which he may make use of the customer-booked parking services. When sending via electronic means, the measures as referred to in article 4 paragraph 3 of these General Terms will be taken into account.
2. The voucher will be sent to the Customer's e-mail address.

### **Article 7. Payment and cancellation**

1. Payment of the agreed price must be made at the conclusion of the Agreement or upon arrival at the Parking Provider.
2. Upon entering into the Agreement, Parkos does not calculate booking / booking fees and / or administrative fees.
3. Customer has the right to cancel the Agreement free of charge, provided that no later than 24 hours before parking services are taken, unless expressly stated otherwise.
4. If the Agreement is cancelled within 24 hours before the parking services are reduced, Parkos is entitled to charge the full amount of the Agreement to the Customer.
5. If the Customer has not cancelled the Agreement but does not use the parking services then Parkos is entitled to charge the full amount of the Agreement to the Customer.

### **Article 8. Liability**

1. Parkos liability, insofar as it is covered by its liability insurance, is limited to the amount paid in the professional / corporate liability insurance in the particular case, plus its own risk. If, in any case, the insurer fails to pay or the damage is not covered by the insurance, Parkos liability is limited to up to the present invoice amount.
2. Parkos is not liable for any damage whatsoever due to Parkos assuming incorrect and / or incomplete data provided by or due to the Customer.
3. Parkos shall not be liable for defects in the performance of the Customer's agreement, whether or not consulted by Parkos.
4. Parkos is never liable for indirect damage, including stagnation in the regular course of business in the Customer's business, loss of profits, missed savings and consequential damages, in any way related to or caused by the delivery of The business by parkos.
5. Parkos has the right, if and as far as possible, to undo Customer's damage.
6. The Customer indemnifies Parkos and indemnifies Parkos for all claims of third parties that are directly or indirectly, directly or indirectly linked to the performance of the Agreement and all related financial consequences.
7. The Customer is responsible for being present at the Parking Provider in a timely manner. Parkos is not liable if the Customer cannot find the Parking Provider's location.
8. The liability limitations contained in these Terms do not apply if the damage is due to intention or gross negligence of Parkos.
9. Parkos is not liable for and held to pay any Customer Damage caused by the Parking Provider, including but not limited to the costs arising from the non-availability of a parking place promised to the Customer as the Parking Provider has wrongly passed to Parkos and / or the Customer. "We propose this because the liability limitations, as they are already included in the terms of service, may arise if the above-mentioned situation is covered.

### **Article 9. Parking Provider**

1. Parkos has a mediating role and only sends a reservation to the Parking Provider. When sending via electronic means, the measures as referred to in article 4 paragraph 3 of these General Terms will be taken into account.
2. The reservation itself is a transaction between the Parking Provider and the Customer.
3. Parkos is not responsible for any damage that occurs during the period when the Customer's car is under the control of the Parking Provider, resulting in his car. In addition, Parkos is never held to pay

- damages to the Customer resulting from it
4. Parking providers reserve the right to refuse a booking.

#### **Article 10. Force majeure**

1. Force majeure on the part of Parkos suspends its (further) obligations under the Agreement as long as the force majeure persists.
2. Force majeure means any of the will of Parkos independent circumstance that temporarily or permanently obstruct compliance with the Agreement and which neither should be due to law or reasonableness and fairness of Parkos as well as, as far as Inter alia: interference or failure of the Internet, telecommunications infrastructure, synflow, network attack, DoS or DDo attacks, power failures, domestic turmoil, mobilization, war, transport congestion, strike, exclusion, business disturbances, stagnation in supply, fire Floods, import and export barriers, and in the event that Parkos is not provided by its own suppliers for any reason, or provides inaccurate information on its website, which does not reasonably require compliance with the Agreement from Parkos.
3. As soon as Parkos is in a position of force majeure, it notifies that Customer unless, in view of the circumstances, it cannot reasonably be expected of her.
4. If Parkos has already partially fulfilled its obligations upon the entry into force of the force majeure, Parkos is entitled to invoice separately already invoiced.

#### **Article 11. Complaints**

1. Complaints about the services provided must be reported to the Customer in writing within two months after the conclusion of the agreement.
2. Complaints about the invoice must be reported by the Customer in writing to Parkos within one month of the invoice date.
3. For complaints about the Parking Provider, the Customer should contact the Parking Provider directly.
4. A complaint does not suspend Customer's obligation to pay.
5. The complaint must contain as detailed a description of the shortcomings as possible.
6. Complaints about the abuse of personal data must be reported to Parkos by the customer as soon as possible, but no later than within two months after discovery.

#### **Article 12. Dissolution**

1. In the following cases, Parkos is authorized to suspend the further execution of the agreement or terminate the agreement, without prejudice to the right to claim damages from Parkos:
  - a. If Parkos notices that Parkos has come to terms after the conclusion of the agreement, give Parkos the opportunity to fear that the Customer will not be able to meet his obligations under the agreement;
  - b. If Parkos requested the Client at the conclusion of the agreement to provide security for compliance and this security remains or is insufficient.
2. In case of suspension or termination, Parkos claims on the Customer are immediately due.

#### **Article 13. Final provision**

1. These Terms of Service shall remain in force if Parkos changes its name, legal form or owner.
2. In all legal relationships between the Parties, only Dutch law shall apply.
3. The applicability of the Vienna Sale Convention is expressly excluded.
4. These terms of service are written in both Dutch and other languages. In the event of any difference regarding the content or the terms of the terms and conditions, the Dutch text is decisive.
5. Any dispute between the Parties arising out of or connected with the execution of an agreement between the Parties shall be submitted to Parkos by the competent court of the Northern Netherlands, Groningen, at the option of Parkos.
6. These Terms of service will enter into force on April 1, 2016.