



ROTTERDAM AHOY

General Terms and Conditions

for parking at Ahoy version 2025

Terms and conditions

The access to the Parking Facility is granted only subject to these terms and conditions, which are part of the Parking Agreement concluded between Rotterdam Ahoy (referred to as: “Ahoy”), registered with the Chamber of Commerce with number 24149148, as operator of the Parking Facility and the Car Park User on a one-off basis.

1 – General

1.1 Definitions

In these general terms and conditions the following definitions apply:

a. *Ahoy:* operator of the Parking Facility;
b. *Parking Facility:*
   1. The car park and/or parking garage exploited by Ahoy and located on Ahoy premises.
   2. A car park or parking area rented (temporarily) by Ahoy.
c. *Car Park User:* owner/user who has brought that Vehicle into or onto the Parking Facility and the occupant(s) of the Vehicle.
d. *One-Off Parking Agreement:* a parking agreement concluded in accordance with the terms and conditions described in Article 1.3 of these terms and conditions.
e. *Online reservation:* the (parking) products of Ahoy that can be booked on the website / webshop.
f. *Parking ticket:* a parking ticket, e-ticket, exit ticket, parking voucher, parking pass, reservation ticket, chip card, credit card or any other means that can be used – that entitles the Car Park User to gain entry to the Parking Facility. One Parking ticket is valid for the use of one Parking Space.
g. *Parking Fee:* amount owed by the Car Park User for the use of the Parking Facility.
h. *Parking Period*: the period during which the Vehicle is actually parked in/on the Parking Facility, being the period between the start time and the actual end time of parking, which is determined on the basis of the time of entry and exit recorded by the PMS.
i. *Parking Space*: The Parking Space for an individual Vehicle to be used by the Car Park User in the Parking Facility. One Parking ticket is valid for the use of one Paking Space.
j. *PMS (Parkeer Management Systeem):* system consisting of hardware and software used for access control, payment operations, exit control and provision of management information relating to the Parking Facility.
k. *Reservation Period:* the period indicated in advance by the Car Park User in his ‘Ahoy online booking’ during which the Vehicle is parked by the Car Park User, being the period between the indicated entry time and the indicated end time of parking.
l. *Conditions:* these general terms and conditions for parking at Ahoy which apply to the one-off Parkingagreement.
m. *Vehicle: V*ehicle as defined in the Road Traffic Act 1994.
n. *Website:* the website operated by Ahoy on the internet with the address Rotterdam Ahoy.

1.2 Applicability of Terms and Conditions

1.2.1 Access to the Parking Facility is granted exclusively under the application of these Terms and Conditions, which form part of each one-off Parking Agreement between the Car Park User and Ahoy.

1.3 Parking agreement

1.3.1 The one off Parking Agreement is deemed to have been concluded merely by virtue a valid Parking Ticket or merely by virtue of the use of the Parking Facility. In the event of a dispute about whether or not the Parking Facility is being or has been used, the determining factor will be whether the Car Park User has been recorded by the PMS as having driven into the Parking Facility.

1.3.2 A random Parking Space in the Parking Facility will be made available to the Car Park User. Ahoy is under no obligation to provide security of the Vehicle. The Car Park User enters and uses the Parking Facility entirely at his own risk.

1.3.3 Persons other than the Car Park User are not permitted to be in/on the Parking Facility, except with permission of Ahoy.

1.4 Parking Fee

The Parking Fee is calculated on the basis of the applicable parking rates as stated on the website of Ahoy and the boards located at the entrance to the Parking Facility. The rate includes VAT. Rotterdam Ahoy's VAT number with the Tax Authorities is NL006807331B01. Ahoy reserves the right to adjust the applicable Parking Fee.

1.5 Parking Period

The maximum Parking Period is indicated on the Parking Ticket. If the Parking Period is exceeded the Car Park User receives a fine of € 50.00 per day in addition to the Parking Fee.

1.6 Access to the Parking Facility

1.6.1 A valid Parking Ticket entitles the Car Park User to gain entry to the Parking Facility.

1.6.2 Vehicles may enter the Parking Facility during the time indicated on the Parking Ticket, unless agreed otherwise. Ahoy determines the opening hours. Ahoy reserves the right to change the opening hours from time to time. Vehicles may exit the Parking Facility at any time, 24/7.

1.6.3 All motorized Vehicles such as private cars and commercial vehicles with a maximum length of 4.80 m, a maximum wheelbase of 1.90 m, a maximum weight of 2,800 kg and a maximum height indicated at the entrance are allowed to park in the Parking Facility. Entering and parking of trailers of any kind, including motor homes and caravans, in/on the Parking Facility is not permitted, except with Ahoy's permission.

1.6.4 Buses must arrive on the Jacob Kleiboerweg.

1.6.5 Ahoy is at all times entitled to refuse any Vehicle to enter the Parking Facility if it deems this desirable, subject to the rules of reasonableness and fairness.

2 - PAYMENT

2.1 Payment

A Parking Fee is payable by the Car Park User for the use of the Parking Facility.
The Parking Fee must be paid before the Car Park User leaves the Parking Facility with the Vehicle, unless otherwise agreed.

2.2 No valid parking ticket

If the Car Park User cannot show a valid Parking Ticket, he/she will owe the Parking Fee for a for each day or part thereof that the Parking Facility is used.

2.3 So-called ‘train driving’

The Parking Fee must be paid before the Car Park User exits the Parking Facility with the Vehicle. So-called ‘train driving’, i.e. leaving the Parking Facility with two Vehicles behind each other under the gate barrier and paying only a Parking Fee for one Vehicle instead of two Vehicles, is strictly prohibited. The Car Park User shall then owe an immediately payable fine of € 100, without prejudice to Ahoy's right to claim actual damages.

3 - USE OF THE PARKING FACILITY

3.1 Regulations

3.1.1 The Car Park User enters and uses the Parking Facility entirely at his/her own risk. The Car Park User must at all times exercise due caution and vigilance.

3.1.2 A maximum speed of 5 kilometers per hour (i.e. walking pace) applies in and at the Parking Facility.

3.1.3 While present in or at the Parking Facility, the Car Park User must behave in accordance with the provisions of the Road Traffic Act, the Road Traffic and Traffic Signs Regulations, the relevant appendices and the provisions of these parking terms and conditions. In the event of failure to do so, the Car Park User shall be liable for any damages, loss or costs.

3.1.4 The Car Park User is furthermore obliged to follow the indicated driving direction, to follow instructions from Ahoy, to park the Vehicle in the indicated or designated Parking Space and to behave in such a way that traffic in and/or near the Parking Facility is not obstructed and safety is not endangered.

3.1.5 The Car Park User must park the Vehicle in the designated Parking Spaces. It is not permitted to occupy more than one Parking Space with a Vehicle.

3.1.6 Disabled drivers may park in the specially marked disabled Parking Space. The Parking Facility has several Parking Spaces for disabled persons. Parking is permitted in a disabled Parking Space only if the Car Park Use has a valid Parking Ticket for the Parking Facility and if the Car Park User has disabled parking badge issued by the competent authorities. The disabled parking badge must be visibly displaced.

3.1.7 If Ahoy considers it necessary, Ahoy is entitled to move, or remove the Vehicle within the Parking Facility and/or the remove the Vehicle form the Parking Facility, without Ahoy incurring any liability as a result. Any associated costs are at the expense and risk of the Car Park User.

3.1.8 Any Vehicle parked in the Parking Facility must be locked and its lights and engine turned off, and the occupants must leave the Vehicle and the Parking Facility. It is prohibited to remaining in the Vehicle for longer than necessary.

3.2 Nuisance/restrictions on use

3.2.1 Prohibited activities:

- Using the Parking Facility for other purposes than parking of Vehicles.
- Selling, offering, renting, distributing or advertising goods/services.
- Smoking or staring open fires.
- bringing explosive, inflammable or otherwise hazardous and/or harmful substances into/onto the Parking Facility.
- Consuming alcoholic beverages and/or drugs in/on the Parking Facility and/or to be in/on the Parking Facility in a state of intoxication and/or under the influence of drugs.
- Leaving waste/rubbish in, on or near the Parking Facility, other than small items deposited in the waste/rubbish bins intended for that purpose.
- Carrying out repairs or other work in or at the Parking Facility or to clean the Vehicle. This provision does not include repairs of a short-term nature by the Car Park User or by an emergency service to allow the Vehicle to safely exit the Parking Facility.
- Using the Parking Facility for a Vehicle wreck. The Vehicle wreck will be immediately removed and/or sold and/or destroyed. If the costs incurred exceed the proceeds, Ahoy is entitled to recover these costs, or the remainder thereof, from the Car Park User.
- Using the Parking Facility as a storage facility for company vehicles.

4 – NON-COMPLIANCE

4.1 If the Car Park User fails to comply with the law, local laws, permits, directives and/or the one-off Parking Agreement, including these applicable terms and conditions, the Car Park User is liable for any loss or damage suffered or to be suffered by Ahoy.

4.2 Ahoy may at any time refuse a Vehicle access to the Parking Facility, if the Car Park User does not comply with these general terms and conditions. The Car Park User is not entitled to a refund of the Parking Ticket.

5 - LIABILITY

5.1 Liability

5.1.1 The Parking Agreement concluded between the parties - on the basis of Article 1.3 - does not include any surveillance of the Vehicle. Ahoy is not liable for theft and loss of the Vehicle or other property of the Car Park User while located in the Parking Facility.

5.1.2 Ahoy is not liable for damage to the Vehicle or to the property of the Car Park User, or for physical injury and/or any other damage, directly or indirectly caused by or as a result of the use of the Parking Facility.

5.1.3 The Car Park User is liable for all damage he/she causes in the Parking Facility, including damage caused to the Parking Facility or its equipment and systems.

5.1.4 Ahoy is not obliged to pay compensation for damage if it is a consequence of force majeure. Force majeure includes any circumstances beyond the control of Ahoy as a result of which Ahoy can no longer continue the one-off Parking Agreement. This in any event includes one or more of the following circumstances: strikes, fire, government measures, operational failures, weather conditions such as torrential rain, hail, sleet snow or sun, as well as any failure to perform by third parties.

5.1.5 Ahoy is not obliged to compensate damage caused by litter.

5.1.6 In this article (article 5)_”Car Park User” also includes other occupants of the Vehicle.

6 – Special conditions for online reserved parking

6.1 Ahoy provides a reservation service, which allows one or more spaces to be reserved in advance in the Parking Facility by using the Ahoy’s website at tariff as stated on the website.

6.2 By making a reservation, the Car Park User is merely assured of the availability of a space in the Parking Facility but is not allocated a specific Parking Space. The Car Park User is free to use any of the available designated Parking Spaces for this purpose.

6.3 Reservations are possible subject to the availability of the number of parking spaces. If there are no more Parking Spaces available, reservations are not possible.

6.4 If the reservation is completed, the Car Park User will receive a confirmation of the reservation, which is the proof of the one-off Parking Agreement, to which theses general terms and conditions apply.

6.5 The Car Park User is obliged to pay the relevant Parking Fee when making the reservation, prior to the entire Reservation Period. If the Car Park User cancels the reservation, the Car Park User will receive a voucher. This voucher will be valid for 1 year from the date of cancellation. Cancellation is permitted up to 24 hours before the start of the use of the Parking Facility.

6.6 If the Car Park User has made use of the Parking Facility for longer than envisaged and provided for in the reservation confirmation, he will owe Ahoy an additional amount equal to the standard parking tariff.

7 – PERSONAL DATA

7.1 Personal data of the Car Park User are processed by Ahoy and any third-party processors in accordance with the General Data Protection Regulation (GDPR). More information can be found in our Privacy Statement: Privacy & Cookies - Rotterdam Ahoy.

8 - OTHER PROVISIONS

8.1 These general terms and conditions and the one-off Parking Agreement are governed by Dutch law.

8.2 Any disputes arising from the one-off Parking Agreement entered into between the Car Park User and Ahoy or any related agreements will be submitted to the competent court in Rotterdam, the Netherlands.

8.3 Regarding to the business Car Park User, who is not a consumer (a natural person who does not act or park at the Parking Facility in the exercise of a business or profession) the following applies:
If the Car Park User fails to comply with the one-off Parking Agreement, the Car Park User shall be obliged to reimburse Ahoy for all of the legal costs incurred by Ahoy as a result of, for example, a demand, notice of default or any bailiff's notification sent or issued to the Car Park User.

8.4 If and in so far as any provision of these terms and conditions is void or voidable, the other provisions will remain fully in force. Ahoy will then adopt a new provision to replace the void/voidable provision, which will take account of tenor of the void/voidable provision as far as possible.

8.5 Ahoy may amend these terms and conditions at any time. The terms and conditions that then come into effect replace all earlier versions, unless Ahoy expressly indicated otherwise.

8.6 All written notices, including summonses, relating to the one-off Parking Agreement and these terms and conditions must be send to:

Rotterdam Ahoy
Ahoyweg 10
3084 BA Rotterdam

Unless it is indicated to use a different address.