

GENERAL TERMS OF SALE AND USE OF THE PARKING SPACE BOOKING SERVICE

These general terms of sale set out the terms and arrangements for the use of the parking space booking service offered by the VINCI AIRPORTS Group as the operator of Toulon Hyères Airport. Subscription to the service implies acceptance of these general terms of sale and use. These provisions prevail over any other document.

Article 1 – Description of the service

These terms of sale aim to set out the terms and arrangements applied to the provision, by, Toulon Hyères Airport, of the online parking space booking service.

The parking space booking service refers to the booking of a parking space via the airport website www.toulon-hyeres.aeroport.fr for a particular vehicle and start date for a defined period of between 1 and 60 days. The offer is made on the basis of a limited number of spaces and offered to users within the limits of the spaces available.

Only passengers who have a ticket for a flight departing from Toulon Hyères Airport and who have booked their parking space in advance on the website may use the service.

Article 2 – Parking space booking conditions

Anyone aged 18 or over or any travel agency may subscribe to the service.

The user must fill in the mandatory fields on the subscription form available on the website. Toulon Hyères Airport reserves the right to refuse subscription to the service if the information given is erroneous or incomplete.

The service gives the user the right to uninterrupted access to a prepaid parking space for the determined period with the identified vehicle. The user must keep to the booking period and use only the selected vehicle. Only light-vehicles with a maximum height of 2.20 m may park in the car park provided.

The service offers the possibility of booking a space for between a minimum of 1 day and a maximum of 60 days.

It is strictly prohibited to combine two successive bookings. It is not possible to access the car park on several occasions during the same booking period.

Article 3 – Conditions of use

The parking space booking service is offered only on the Internet and may be accessed by users who have set up a personal account.

Once the account has been set up and the payment made, the user receives a confirmation email on the email address given when the account was set up, containing a summary of the order and a car park access code. To raise the car park barrier, the user must enter the code on the entry terminals provided. He will then be issued a ticket.

Access to the car park is not authorized before the booking start date recorded on the order. To exit the car park, the user must insert the ticket issued on entry and, where necessary, pay the supplement if he has exceeded the booking period.

The code issued may be used once only and the user may not re-enter the car park once he has left it. N.B. It is important to build in sufficient time between the arrival of the flight and leaving the car park. The Toulon Hyères Airport Access and Parking service may not be held responsible for the fact that the user has exceeded the booking period as a result of external events.

Article 4 – The user's obligation

Inside and outside the car park, each user must comply with:

- the rules of the highway code,
- the prefectural decree relating to police measures that apply on the civilian part of the airfield, which are on display in the airport terminal,
- the car park regulations, which are available on request from the Access and Parking service.

Failure to comply with these rules (parking in 2 spaces, creating an obstruction, disabled spaces, etc.) will be reported to the authorities.

The user must arrive with the vehicle for which the registration number was recorded in the booking. In the event of a change of vehicle, the user must inform the Access and Parking Service at the following address before parking the vehicle: parking@toulon-hyeres.aeroport.fr

Article 5 – Access code characteristics

The access code is strictly personal and confidential and it is the user's responsibility to memorize it in any way that he wishes until he uses it at the car park entrance. Toulon Hyères Airport declines all liability if the code is used by a third party or is used fraudulently.

If the user loses or forgets the code, he may ask the Access and Parking Service staff at the car park to allocate a new code, on presentation of proof of identity.

Article 6 – Price conditions and payment

The charge for the parking space booking service is payable with the order, by bank card only for private clients and by bank card or debit for travel agencies. Travel agencies who wish to pay by debit must set up their account and send the debit authorization, duly filled in, to the airport accounts department.

The charge is determined by the parking period in the car park concerned, at the rate in force at the time of booking, plus the booking fee and, where relevant, the cancellation fee.

If the user exceeds the agreed booking period, he must pay an increased flat rate for each extra day at the rate in force, which applies from the first extra hour. He may pay this directly via the terminals by bank card, at the automatic pay stations by bank card or in cash, or at the manual checkout for payments in cash or by bank card or cheque. Prices are available on www.toulon-hyeres.aeroport.fr.

Article 7 – Withdrawal

7.1 Definition

These provisions were introduced by decree no. 2014-1061 of 17 September 2014 and apply only to private users who may be considered to be consumers. Such users have the right to withdraw from this contract, as long as they exercise this right within fourteen days.

If the consumer withdraws before the start of the service provision and during the legal withdrawal period, Toulon-Hyères Airport will refund all the payments received in full (parking, cancellation and booking fees) without excessive delay and, in all cases, within fourteen days at the latest of the date on which the order was cancelled.

If the consumer withdraws during the legal withdrawal period and after the start of the service provision, Toulon-Hyères International Airport will refund the cost of the services not yet provided, after examining the request sent in by the user.

Toulon-Hyères Airport will not provide a refund if the services have already been provided in full.

7.2 Arrangements for implementing the right of withdrawal

To cancel or withdraw from an order, the user has a personal space on the website homepage; this is accessed by using the ID and password provided when the account was set up.

To exercise his right of withdrawal, the consumer must inform the Airport before the legal withdrawal period of 14 days from the date of the order has expired, by sending the form available in the personal space or in the appendix to this document by any means with acknowledgement of receipt:

-by recorded delivery to the following address:

AEROPORT TOULON-HYERES
Service Accès et Stationnement
Boulevard de la marine
83418 HYERES CEDEX . France

-by fax to: +33(0)4.94.00.84.13

-by email with acknowledgement of receipt to: parking@toulon-hyeres.aeroport.fr

7.3 Consequences of implementing the right of withdrawal

Toulon-Hyères Airport will refund the payment by the same method that was used for the initial transaction. The consumer will receive the refund directly in his bank account (the account attached to the bank card used for the booking) if he is a private individual or travel agency operating on behalf of private individuals, paying by bank card, or will receive a credit if the initial payment was by debit.

Article 8 – Cancellation

An order that has been confirmed and paid for may not be altered or refunded, except where the consumer exercises his right of withdrawal. However, during the order process on the website, Toulon-Hyères Airport offers the user a cancellation option. For a fee, this option allows the user to cancel a booking and receive a refund as follows:

- Parking fees: refunded in full up to 24 hours before the provisional commencement of the parking period.
- Booking and cancellation fees: not refunded.

The user will receive the refund directly in his bank account (the account attached to the bank card used for the booking) if he is a private client or travel agency paying by bank card, or by credit if he is a travel agency paying by debit.

To cancel an order, the user has a personal space on the website homepage; this is accessed by using the ID and password provided when the account was set up.

Article 9 – Special offers

Toulon-Hyères Airport may provide information to clients who have a personal space on the website relating to special offers or other sales actions and to any changes made to the parking space booking service.

Article 10 – Liability – Insurance

The user must comply with the conditions displayed in the car parks and with the terms of this agreement. In accordance with article L. 121-20 of the Consumer Regulations, the VINCI AIRPORTS Group and Toulon-Hyères Airport decline all liability in the event of the non-execution or poor execution of the service for reasons that may be ascribed to the user or to a third party not linked to the service, to the non-availability of the service, to disruptions or problems linked to means of communication, or to cases of *force majeure* as defined by case law.

The user will also bear the cost of any prejudice of any kind that he may suffer or cause relating to his online parking order and/or a failure to comply with the car park conditions of use and regulations.

He may make no claims against the VINCI AIRPORTS Group, Toulon-Hyères Airport and its insurers if his code is used by a third party or is used fraudulently.

In accordance with the above, the user will take personal responsibility for taking out cover against the above-mentioned risks with a reputable Insurance Company and renounces all claims against the VINCI AIRPORTS Group, Toulon-Hyères Airport, its employees and Insurers and the Government and its employees for any damage or accident claim recorded to this effect.

In the event of an incident for which he is liable, he will be able to present the VINCI AIRPORTS Group and Toulon-Hyères Airport with a valid insurance certificate that meets the requirements of these provisions, along with a renunciation by the Insurers of claims against the VINCI AIRPORTS Group and Toulon-Hyères Airport, its employees and Insurers and the Government and its employees.

Article 11 – Computers and individual liberties

In accordance with the provisions of Act no. 78-17 of 06/01/1978, amended, relating to computers, files and individual liberty, anyone whose details are held on the computer file kept by Toulon-Hyères Airport has the right to access and correct the information concerning them.

Article 12 – Complaints and disputes

All requests for information and further details and any complaints should be sent to the following address:

AEROPORT TOULON-HYERES
Service Accès et Stationnement
Boulevard de la marine
83418 HYERES CEDEX-France

Fax: +33(0)4.94.00.84.13

Email: parking@toulon-hyeres.aeroport.fr

These general terms of sale are subject to French law. Any disputes arising out of the interpretation or execution of these terms of sale will be referred to the competent courts in Toulon.

WITHDRAWAL FORM

ONLINE E-PARKING BOOKING

For the attention of Toulon Hyères Airport Access and Parking Service

Please fill in the form and send it by any means requiring an acknowledgement of receipt to:

-by recorded delivery to the following address:

AEROPORT TOULON-HYERES
Service Accès et Stationnement
Boulevard de la marine
83418 HYERES CEDEX . France

-by Fax to: +33(0)4.9400.84.13

-by email with acknowledgement of receipt to: parking@toulon-hyeres.aeroport.fr

I hereby notify you of my withdrawal from the contract pertaining to the service provision below:

Order Information

Number: o

Order date: o

User Information

Name:
o .

Address: o ... o o o o
o .

Telephone: o ...

Email:
o ..

Request date: o .

User signature:

In accordance with the legislation in force and the general terms of sale and use of the Toulon-Hyères Airport parking space booking service, the consumer may exercise his right to withdraw within 14 days of the date of the order.

However, the consumer may not exercise this right of withdrawal if the contract has been fully executed before the end of the withdrawal period.