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## TERMS OF USE FOR PARKING FACILITIES AT BASEL-MULHOUSE AIRPORT

### GENERAL PROVISIONS

These Terms of Use for parking facilities are issued pursuant to the prefectural decree relating to the police measures applicable at Basel-Mulhouse Airport currently in force.

The provisions of the French Road Traffic Code and the prefectural decree relating to police measures applicable at Basel-Mulhouse Airport apply to all airport parking facilities.

The present Terms of Use have been approved by the Board of Directors of Basel-Mulhouse Airport.

Customers using the parking facilities are required to comply with the instructions of airport personnel in charge of ensuring compliance with these regulations and carrying out checks.

The parking facilities' entry and exit devices, as well as the automatic payment machines, are under video surveillance.

By entering any parking facility with a vehicle, clients automatically accept, without restriction or reservation, these Terms of Use and the published parking fees.

### Article 1 – DEFINITIONS

Airport	Basel-Mulhouse Airport
Parking facilities	Public parking structures with controlled access or parking surfaces and spaces allocated to vehicles belonging to Airport staff
Parking spot	Free parking spot, marked on the ground and located within a parking facility
Customer	Driver or owner of a vehicle parked or circulating in a public parking facility with controlled access at the Airport, or holder of a parking subscription

### Article 2 - PURPOSE

**2.1** The purpose of the present Terms of Use is to define the conditions of access and use of airport parking facilities.

**2.2** An overview and a list of all parking facilities are available on the Airport's website (<https://www.euroairport.com>).

Certain parking facilities may be wholly or partially unavailable for parking depending on operational requirements or the flight schedule.

## **Article 3 – PARKING TICKETS AND PARKING PERMITS**

Parking tickets and parking permits are documents that grant access to the parking facility for which it was issued and the right to park a single vehicle.

The parking tickets and permits issued for the airport parking facilities are as follows:

- Parking tickets with entry time recording,
- Prepaid tickets,
- Parking subscriptions: RFID (Radio Frequency Identification) cards, stickers, badges, etc.

Customers who hold a parking permit are solely responsible for its use in the event of loss, theft or fraudulent use.

Access and Parking Division agents may carry out checks relating to access rights and parking conditions.

### **3.1 Parking ticket with entry time recording**

The vehicle's licence plate is automatically recorded at the parking facility's entrance barrier and linked to the parking ticket for the entire parking period. The vehicle must be identifiable throughout its entire stay in the parking facility. Therefore, the Customer shall ensure that their vehicle's licence plate is legible and shall refrain from concealing or removing it.

The parking ticket with entry time recording is collected at the parking facility's entrance barrier and is used to calculate the fee to be paid according to the rate displayed on the date of entry into the parking facility, based on the time spent there.

Payments can be made at the parking facility's exit or at the automatic payment machines.

For online reservations, a parking ticket with entry time recording is issued at the parking facility's entrance barrier when the QR code provided at the time of reservation is scanned.

The Customer keeps the time-stamped ticket received at the entrance barrier, which allows them to leave the parking facility.

Depending on the location (French or Swiss sector), the issuance of a new ticket is charged at five (5) euros or five (5) Swiss francs.

### **3.2 Parking subscription**

This is a parking permit that authorises the occupation of a parking spot or access to a predefined parking facility.

In the case of a parking facility without access control, the Customer is required to display the parking permit on the inside of the vehicle's windscreen so that it is visible from the outside.

The parking permit allows only one vehicle to be parked at a time. It is personal and non-transferable. Therefore, it may not be transferred or given to a third party, nor used to allow a third party's vehicle to enter or exit a parking facility for any reason whatsoever.

For the purpose of complying with the parking cycle sequence, the parking permit must be used when entering and leaving the parking facility.

Parking is strictly prohibited outside of work, use of the parking permit is limited to working hours.

Misuse of the parking permit, in particular in violation of the provisions of the present Terms of Use, is punishable by

- A fine equivalent to the parking duration at the rate for parking structure F1 on the French side or parking structure S1 on the Swiss side,
- The withdrawal of the parking permit.

## **Article 4 – ACCESS, TRAFFIC AND MANOEUVRING WITHIN PARKING FACILITIES**

**4.1** Only light vehicles – vehicles with a gross vehicle weight rating of less than 3.5 tons – are authorised to access the parking facilities. Access to parking facilities is prohibited for:

- All vehicles exceeding the height limit indicated at the parking facility's entrance.
- Motorhomes and vehicles with trailers.

**4.2** Within parking facility limits, vehicles must be driven and manoeuvred at a moderate speed.

**4.3** Drivers are required to comply with the French Traffic Code, directional traffic arrows and any rules resulting from the placement of traffic signs and traffic lights.

**4.4** Drivers are solely and entirely responsible for driving and manoeuvring their vehicles. As such, drivers of vehicles involved in accidents are liable for damage caused to their vehicles or by their vehicles to public airport property and its facilities; they are solely liable for bodily injury, material damage and consequential loss caused to third parties.

**4.5** In the event of damage caused to public property, the responsible driver is required to report it immediately and in writing to the Airport's Access and Parking Division ([apsecretariat@euroairport.com](mailto:apsecretariat@euroairport.com)) as well as to their insurance company.

## **Article 5 - PARKING**

**5.1** Vehicles are parked at the Customer's own risk, even if the parking spot used is designated by Airport personnel.

**5.2** The Airport cannot under any circumstances be held liable for damage caused to vehicles or their contents, occurring outside of its control, as the Airport does not provide security services and only provides Customers with paid parking spots.

**5.3** Vehicles must be parked correctly in one of the spots provided for this purpose and highlighted via ground markings.

**5.4** In the event of emergency works, the Airport reserves the right to have any vehicle moved under the supervision of the competent authorities and at the risk and peril of its owner, if the owner of the vehicle has not moved it voluntarily upon request by the Airport.

**5.5** Vehicles parked within traffic areas that allow emergency services to clear and/or enter parking facilities are subject to the provisions of Article R417.10 of the French Traffic Code on penalties for obstructive or dangerous parking.

**5.6** Unless otherwise agreed in writing by the Airport and excluding parking spots reserved online, the parking time may not exceed four (4) hours in the "Express" parking facilities or ninety (90) consecutive days in all other parking facilities. After this period, based on the findings of the competent authorities and Airport staff, parking will be considered unauthorised.

**5.7** Any parking considered improper within the meaning of Article 5.6 above may result in the removal and impoundment of the concerned vehicle.

The costs associated with this removal and impoundment, independently of and in addition to any fine and fees due, shall be borne by the Customer.

## **Article 6 – PARKING FEE**

The occupation of a parking spot is subject to a fee. Rates are reviewed periodically by the Board of Directors.

### **6.1 Public parking facilities with controlled access**

The rates for each public parking facility are displayed at their entrances and at the various payment points. The rates displayed at the parking facility's entrance take precedence over any other display (physical or digital) for all parking other than reservations.

The fee is based on the duration of parking. Any unit of time commenced is payable in full.

Fees are payable no later than when the vehicle leaves the parking facility. The Customer must keep their parking ticket with them until the vehicle leaves the parking facility.

In the event of loss within three (3) months of the start of parking, the parking ticket may be reissued at the Customer's request at the price indicated in Article 3.1 above, plus the parking fee.

In the event of loss being reported more than three (3) months after the start of parking and if it is impossible to prove the parking duration by any other means, the Customer shall be liable for a fee equal to that which would have been due for parking for the maximum duration authorised in the parking facility at which the vehicle was parked.

Disputes relating to the payment of fees by debit card or credit card should be sent by email to the Airport's Access and Parking Division ([apsecretariat@euroairport.com](mailto:apsecretariat@euroairport.com)), accompanied by a photocopy of the proof of payment and the bank statement showing the debit.

### **6.2 Parking subscriptions**

Access to parking facilities reserved for staff is subject to a written request made by the employer's security officer on behalf of their employees. The corresponding fees are paid by the employer.

Parking spots are allocated by the Airport's Access and Parking Division according to the employer's needs and availability in the parking facilities.

### **6.3 Online booking**

Online parking space reservations are available on EuroAirport's website <https://www.euroairport.com> in accordance with the modalities set out in the general terms and conditions available on the reservation website.

### **6.4 Free Express parking spots**

The twenty (20) minutes of free parking granted in Express parking facilities is limited to five (5) entries per day (24 calendar hours) per vehicle. Beyond this, applicable rates apply.

## **Article 7 - SAFETY, HYGIENE, ENVIRONMENTAL PROTECTION**

Access to covered parking facilities is prohibited for all vehicles using liquefied petroleum gas (LPG) in their propulsion system if their tank is not equipped with a safety valve.

In general, Customers and their passengers, as well as any person passing through the parking facilities, are required to comply with the safety rules issued by the Airport. In particular, the following is prohibited:

- ✓ Smoking, lighting or introducing open flames in underground or covered parking facilities,
- ✓ Using sound devices or devices that may cause noise pollution (alarm systems, sirens, loudspeakers, warning devices, etc.),
- ✓ Bringing in and storing gas cylinders, combustible or flammable materials or substances, with the exception of the contents of vehicle fuel tanks, or any other object or material likely to cause nuisance or represent a danger to others,
- ✓ Carrying out repair and maintenance work on the vehicle, transferring fuel, cleaning or washing the vehicle,
- ✓ To leave the engine running for the purposes of air conditioning or heating systems, particularly in underground or covered parking facilities.
- ✓ To allow animals to roam freely,
- ✓ To use any equipment or facilities belonging to the Airport (power sockets, water supply, etc.).

## **ARTICLE 8 - COMPLAINTS**

All complaints relating to the parking of vehicles within Basel-Mulhouse Airport's parking facilities must be made by email to [apsecretariat@euroairport.com](mailto:apsecretariat@euroairport.com) within a maximum of twenty-one (21) days from the end of the parking period.

## **Article 9 - LIABILITY**

The Customer is solely liable for any damage caused to third parties, including Basel-Mulhouse Airport, as a result of or in connection with the use of the parking facilities and parking spots at Basel-Mulhouse Airport.

Therefore, Customers must have taken out a policy with a reputable insurance company that covers the financial consequences of their liability and their vehicle's involvement in a traffic accident.

## **Article 10 - PROTECTION OF PERSONAL DATA**

Basel-Mulhouse Airport registers licence plate numbers for the purpose of operating its parking facilities. This data is intended for the Access and Parking Division and is kept for three (3) months from the date the vehicle leaves a parking facility.

In accordance with the amended French Data Protection Act No. 78-17 and Regulation (EU) 2016/679, the Customer has the following rights concerning their personal data: the right to access, rectify and erasure their personal data; the right to restrict data processing; the right to data portability. The Customer may also set out guidelines for the storage, erasure and communication of their personal data after their death.

For legitimate reasons relating to their particular situation, the Customer may object to the processing of their personal data.

To exercise their rights, Customers are requested to contact the Data Protection Officer (DPO) of Aéroport de Bâle-Mulhouse, BP 60120, F-68304 Saint-Louis Cedex or by e-mail to [dpo@euroairport.com](mailto:dpo@euroairport.com). The Airport advises Customers send such letters by registered mail with confirmation of receipt.

In the context of these requests and in case of reasonable doubt about the Customer's identity, valid proof of identity may be requested.

If, after contacting the Airport, Customers believe that their rights regarding their personal data have not been respected, they may file a complaint with the French Data Protection Agency CNIL (*Commission Nationale Informatique et Libertés*).

Further information can be found in the Airport's Data Protection Policy, which is available on the website <https://www.euroairport.com/en/data-protection-and-internet-cookies-policy>

### **Article 11 - APPLICABLE LAW - JURISDICTION**

According to Article 6 of the Franco-Swiss Treaty of July 4, 1949 about the construction and operation of Basel-Mulhouse Airport, French laws and regulations apply exclusively to the Airport's parking facilities, with the exception of the express exceptions to this principle provided for in the above-mentioned Treaty of 1949 and its annexes.

The present Terms of Use are subject to French law.

In the absence of an amicable agreement, disputes relating to, but not limited to, the application or interpretation of these Terms of Use or the direct or indirect use of parking spots and parking facilities shall fall within the jurisdiction of the French administrative courts at the Airport's registered headquarters.

### **Article 12 - LANGUAGE**

The Terms of Use are available in French, English and German. In the event of any discrepancies between these language versions, the French version shall prevail; the English and German versions are courtesy translations and are not legally binding.