



## Operating regulations and general sales conditions

### Secure parking area for heavy goods vehicles at Langres Sud (across from Exit 6 of Autoroute A31)

#### Article 1 DEFINITIONS

When used with a capital letter in the body of this document, the following terms shall have the definitions set out below:

Secure Parking area for Heavy Goods Vehicles (or "SPHGV"):	Designates a parking area for heavy goods vehicles that is closed, subject to payment, equipped with access barriers and systems ensuring monitoring 24 hours a day.
Methods of Payment:	Designates the methods of payment accepted for settling the payment for parking, particularly the TIS PL telebadge; the methods of payment are displayed at the entry to the Secure Parking area for Heavy Goods Vehicles.
PARK+:	Designates the company providing the operation of the Secure Parking area for Heavy Goods Vehicles or the companies franchised by such company.
Client:	Designates any driver using the Secure Parking area for Heavy Goods Vehicles.

#### Article 2 PUBLICATION OF THE OPERATING REGULATIONS

These operating regulations are provided to the interested Clients upon simple request addressed to the security agent for the SPHGV, or to the personnel providing catering services.

These regulations are drafted initially in the French language. A translated version is available in English and German. The French language version shall prevail for any interpretation of these regulations.

#### Article 3 DESCRIPTION OF THE SITE

PARK+ has constructed in the activity zone of Langres Sud a Secure Parking area for Heavy Goods Vehicles intended for parking vehicles for transporting merchandise comprising in particular:

- A means of entry and exit equipped with payment installations;
- 230 parking spaces and the associated roadways;
- A building containing a bar service, a catering service (with a capacity of approximately 150 persons), rest rooms and the premises for monitoring the parking area;

- A fence equipped with an alarm system intended to prevent attempts of intrusion or break-in;
- A video system allowing the fences and the buildings to be monitored in accordance with the provisions of the Internal Security Code and authorised by an order of the prefect;
- A turnstile filtering the persons entering and leaving located between the services zone and the zone for parking the vehicles.

## **Article 4**      **GENERALITIES**

- 4.1** The Client is informed that the entries and exits of the vehicles are filmed for reasons of security for the persons and the goods and for combating fraud, in accordance with the regulations in force, particularly the European Regulation 2016/679, known as the General Data Protection Regulation (GDPR) and the national provisions concerning computer information, files and liberties.
- 4.2** The registration plates of the vehicles parked in the SPHGV are controlled regularly.
- 4.3** The access to the SPHGV is only authorised for vehicles whose driver has an accepted Method of Payment which is valid and which he/she has the right to use. The Client is informed that automatic controls may be carried out in order to combat fraud.
- 4.4** The simple fact of a vehicle entering the SPHGV, even without long-term parking, requires acceptance without restriction and without reservation of the provisions of these operating regulations, which shall prevail over any other document, except in the case of an express written and advance derogation by PARK+.
- 4.5** The Client assumes exclusive responsibility for complying with all of the regulatory restrictions for security and safety connected with his/her vehicle, particularly those provided by the ADR order of 1 June 2001 concerning the transport of dangerous materials.
- 4.6** Parking in the SPHGV is only authorised for heavy vehicles involved in the transport of merchandise (trucks and semi-trailers). Light vehicles and vehicles providing the transportation of dangerous goods (TDG) are not authorised to park in the SPHGV. It is authorised for vehicles allocated to the transport of persons (buses, coaches, etc.) without any passengers aboard.
- 4.7** It is strictly prohibited to uncouple or change a road vehicle unit composed of a tractor vehicle and a trailer. A trailer parked alone in the SPHGV will be considered to be an abandoned vehicle. Any failure to observe these provisions by the Client shall cause additional costs upon exit, in accordance with the conditions defined in Article 7.3.
- 4.8** PARK+ reserves the possibility to make changes to these operating regulations that it considers necessary at any time.

## **Article 5** HOURS AND MONITORING

The SPHGV is open at all times, 24 hours a day, 365 days per year.

The SPHGV is monitored by cameras, in accordance with the regulations in force.

The monitoring of the parking area is provided physically by security agents present on site each night, weekends and holidays.

The monitoring premises is located inside the multi-services building.

An operating agent also ensures tele-monitoring of the payment installations.

An interphone located at the access point allows the Client to contact the operating agent at all times in order to notify him/her of any problems.

The security agents present at the SPHGV may contact the agents of public forces if necessary.

The hours of the bar / restaurant are indicated in Annex 1 to these regulations.

The restrooms located inside the building are accessible 24 hours per day.

## **Article 6** ENTRIES AND EXITS FROM THE SPHGV

### **6.1** Entries

The access to the SPHGV is entirely automated. The entry barrier will only open upon:

- Identification by a valid Method of Payment; no payment is made at the time of this operation;

or

- Remote opening by the operating agent following a request by interphone in the event that the payment installation malfunctions or as a result of a problem connected with using the Method of Payment;

or

- Remote opening by the operating agent following a request by interphone for any intervention connected with the operation of the site.

### **6.2** Exits

The exit from the SPHGV is entirely automated. The opening of the barrier is subject to full payment for the parking owed by the Client.

## **Article 7** PARKING

### **7.1** Methods of parking

All of the provisions of the Roadway Code are applicable and must be observed inside the SPHGV, particularly those relating to observing speed limits.

The vehicles must be parked on the spaces traced for this purpose on the ground, without encroaching on the markings. Places reserved for refrigerated Heavy Vehicles are located at the back of the parking area. The Client must ensure that his/her vehicle is locked when leaving it.

The following are prohibited inside the SPHGV: any hawking, any offers for sale, any unpacking or other sales of any objects whatsoever, any displays or distribution of prospectuses, any unloading and transfers of merchandise, even if only partial.

### **7.2 Duration of the parking**

Unless expressly allowed by PARK+, the maximum duration for parking a vehicle is limited in principle to 72 hours.

In the event of exceeding the maximum duration for parking, the amount for the additional parking is calculated by full hour according to the applicable tariff scale.

Any additional hour of parking that has commenced is invoiced in full to the Client and is payable.

### **7.3 Uncoupling or exchange of trailers**

Unless expressly authorised in advance and in writing by PARK+, no uncoupling, exchange of trailers or parking of a trailer alone is authorised inside of the SPHGV. A failure by the Client to observe these provisions shall cause an additional charge corresponding to an extension of the actual parking duration, which shall be applied from the moment that the tractor leaves alone and then the exit of the re-coupled unit.

## **Article 8 CIRCULATION, MANOEUVRING AT THE SECURE PARKING AREAS**

- 8.1** Any action realised by the Client with his/her vehicle within the area of the SPHGV, particularly driving, circulation, any manoeuvre and the parking of the vehicles, the disembarkation and embarkation of passengers is subject to his/her exclusive responsibility.
- 8.2** The Client is solely liable with regard to PARK+, the other Clients or with regard to Third Parties for any direct or indirect material damage or bodily harm that he/she causes in the area of the SPHGV.
- 8.3** A Client who causes damages to the installations of PARK+ is obliged to immediately declare this accident to his/her insurer and to inform PARK+ in writing at the following contact address:

Using the contact form on the internet site: [www.parkplus.fr](http://www.parkplus.fr)

By letter:                      PARK+  
   36 rue du Docteur Schmitt  
   21850 Saint-Apollinaire  
   France

Any client who enters the area of the SPHGV is required to comply with the directions for circulation, the signs and the traffic lights.

- 8.4** In principle, reversing is not permitted, except in the case of manoeuvres that are essential and necessary in order to park the vehicle in a parking space.
- 8.5** The Client is required to comply with the instructions which may, if necessary, be given to him/her by the security agent or by the operating agent.

- 8.6** Any person who is walking at the SPHGV must use the passages marked for this purpose and pay close attention to the circulation of the vehicles. It is not authorised to walk on the vehicle entry and exit lanes or in the payment zone, unless expressly instructed to do so by the security agent.

## **Article 9** FINANCIAL CONDITIONS

### **9.1** Tariffs

Parking at the SPHGV is invoiced according to the tariff scale of PARK+ attached in Annex 2 to these regulations.

The parking time is calculated by indivisible hour as from the time of entry into the SPHGV. Any additional hour of parking that has commenced is payable.

The tariff scales and all of the information concerning the Methods of Payment are displayed at the entry and exit ways for the SPHGV.

### **9.2** Conditions and methods of payment

Payment by immediate debit Methods of Payment must be made before exiting the SPHGV.

For other Methods of Payment, the payment will be invoiced after the fact.

The failure to observe the time period for payment shall cause the application of a penalty corresponding to two times the legal interest rate, in addition to the costs of recovery that shall be charged to the Client.

The price lists for the associated services (catering, showers, laundry, etc.) are displayed at the entry to the building and are payable directly to the personnel providing the services.

### **9.3** Loss of Methods of Payment

In the event that the Method of Payment used when entering the SPHGV is lost, stolen, illegible or expired at the time of exit, the Client has the possibility to contact the operating agent by means of the interphone located at the exit in order to settle payment:

- Either by indicating the number of a payment card; the normal tariff will then be applied after verifying the validity of that payment card;
- Or by using another Method of Payment.

In all cases, the exit of a vehicle is subject to verifying all of the entry data in correlation with the Client's indications.

Any failure to pay will be subject to acknowledgement of debt prepared by the security agent or the operating agent. In this case, the Client will be requested to present his/her identity documents as well as the documents for his/her vehicle. The debtor is the owner of the vehicle. The Client will be considered to be the debtor unless he/she provides proof that he/she is an employee of the owner of such vehicle.

## 9.4 Claims

Any claim relating to the invoicing or the payment of the parking must be sent in writing to PARK+, accompanied by the original of the disputed statement, at the following contact address:

Using the contact form on the internet site: [www.parkplus.fr](http://www.parkplus.fr)

By letter:                      PARK+  
   36 rue du Docteur Schmitt  
   21850 Saint-Apollinaire  
   France

## **Article 10**      **RESPONSIBILITIES - EXCLUSIONS**

PARK+ possesses an insurance contract covering the monetary consequences of the civil liability that it may incur in performing its activities.

It is recalled that when parking in the SPHGV, the custody of the vehicle is not transferred to PARK+, the operator of the parking area, but remains under the exclusive responsibility of the Client.

Parking in the SPHGV does not release the Client from acting with all of the required diligence and taking all reasonable measures for the security of the road vehicle and its merchandise.

It is expressly agreed that PARK+ is only held to an obligation of means with regard to the Client and his/her possible employer.

In any event, the responsibility of PARK+ is limited only to direct bodily harm or material damages.

When vehicles are parked in the SPHGV, PARK+ shall ensure that the monitoring and surveillance system is not defective and that the equipment that may be defective is repaired as soon as possible.

In no event shall PARK+ subscribe any insurance or any other guarantee in the name of and on behalf of the Clients with a view to covering risks for which it may not be held responsible.

PARK+ shall not be responsible for damage caused by phenomena of a natural character, cases of force majeure or fortuitous events such as: acts of vandalism, sabotage or terrorism, armed theft or attempted theft, strikes, uprisings, freezing, floods, snow, storms, etc. (this list is not exhaustive).

## **Article 11**      **SECURITY AND HYGIENE**

**11.1** All fuelling, vehicle upkeep or any maintenance operations are rigorously prohibited within the area of the SPHGV.

**11.2** It is strictly prohibited to spill or allow to spread any oils, flammable or corrosive liquids within the area of the SPHGV. In the event of an accidental spill, the vehicle in question may be exceptionally authorised to park temporarily at the assistance area provided for this purpose.

- 11.3** When such an incident is discovered by the security agent with regard to a Client, the Client (or his/her employer, as the case may be) shall bear all of the costs for clean-up and reinstatement of all of the infrastructure, as well as all of the consequences of the damages of any character that may be caused to other Clients, third parties or the environment, if any.
- 11.4** The Client is responsible for the bodily harm and material damages that it may cause at the SPHGV.
- 11.5** The use of sound alarms is prohibited within the area of the SPHGV, except in order to warn of immediate danger.
- 11.6** The electrical installations of the SPHGV are intended for lighting. The use of the electrical outlets by the Clients is strictly prohibited and these are reserved exclusively for the agents of PARK+.

## **Article 12** SERVICES

A multi-services building offers various associated services for the Clients: catering, toilettes, showers, washing machines, etc.

## **Article 13** BREAKDOWNS

Any breakdown which occurs with a vehicle parked at the SPHGV must be immediately notified to the security agent or to the operating agent by the interphone located in the access lanes of the SPHGV.

Provided that this is only a minor problem, the security agent may authorise the Client as an exception to call a mechanic in order for the repair to be made on site. All unauthorised repairs are strictly prohibited within the area of the SPHGV.

In the event of a major breakdown, or a breakdown that involves heavy mechanical operations, or which may generate pollution or impact the environment, the Client must have the vehicle removed by a mechanic at his/her expense from the SPHGV before undertaking any repairs whatsoever.

When the mechanic needs to enter the SPHGV, the mechanic must pay the parking charge according to the tariffs in force. Consequently, the mechanic may decide to charge the corresponding costs to the Client.

A list of mechanics is available to the Clients from the security agent of SPHGV.

## **Article 14** ASSISTANCE

Any Client who discovers or is aware of an infraction, a malicious act or any damage within the area of the SPHGV must immediately inform the security agent on site, or the operating agent by the interphone.

## **Article 15**    **SANCTIONS**

The failure to observe the provisions of Articles 4.7 or 7.3 shall be subject to additional costs.

Any vehicle or any trailer that is illegally parked or which violates the regulations in force may be removed by the authorised authorities, at the cost, risk and peril of the Client.

## **Article 16**    **APPLICABLE LAW - JURISDICTION**

In the event of a dispute concerning the use of the SPHGV that cannot be resolved amicably, only French law shall be applicable and the courts of DIJON (France) shall have sole jurisdiction.

These operating regulations are subject to French law.

Any dispute concerning the interpretation or the performance of these regulations which cannot be resolved amicably shall be submitted to the competent courts of DIJON, notwithstanding multiple defendants or calls for guarantee, even for emergency or preventative proceedings, summary proceedings or proceedings upon petition.



## ANNEX 1

<b>PARK+ Langres Sud</b>
<b>Tariffs of secure parking at October 15, 2019</b>

Duration in hours	Tariff All taxes included	
1	2,30 €	
2	4,60 €	
3	7,00 €	
4	9,40 €	
5	11,80 €	
6	14,20 €	
7	16,60 €	
8	19,00 €	
9	21,40 €	
10	23,80 €	
11	26,20 €	
12	28,60 €	
13	28,60 €	Next 12 hours free Tariff beyond 24h, 1,20 €/h
14	28,60 €	
15	28,60 €	
16	28,60 €	
17	28,60 €	
18	28,60 €	
19	28,60 €	
20	28,60 €	
21	28,60 €	
22	28,60 €	
23	28,60 €	
24	28,60 €	

## ANNEX 2

<b>PARK+ Langres Sud</b>
<b>OPENING HOURS OF THE RESTAURANT "LES FRANGINES"</b>

<b>Day</b>	<b>Hours</b>
Monday	08:00 - 23:00
Tuesday	04:30 - 23:00
Wednesday	04:30 - 23:00
Thursday	04:30 - 23:00
Friday	04:30 - 23:00
Saturday	08:00 - 21:00
Sunday	08:00 - 21:00