

GENERAL TERMS AND CONDITIONS OF SALE

This document defines the terms and conditions for the use and sale of the parking space booking service on the Brussels South Charleroi Airport website (hereinafter referred to as “BSCA”) by Brussels South Charleroi Airport (BSCA), a “Société Anonyme” with registered office at n°8, rue des Frères Wright, 6041 Gosselies, BCE 444.556.344.

If users subscribe to this service, it is assumed that they accept these General Terms and Conditions of Sale.

Article 1 - Definitions

“**Order**” refers to any booking made and confirmed by the User on the website www.charleroi-airport.com

“**Car Park**” refers to a (or one of the) car park(s) run by BSCA at which the User can benefit from one or more online Services. These car parks as well as their features are detailed on the Website.

“**Services**” refers to the services (parking packages) marketed by BSCA on the Website relating to the online booking of parking spaces for light vehicles in a Car Park, as well as online payment for them.

“**Website**” refers to the online sales website www.charleroi-airport.com.

“**User**” refers to any user of the Website, whether for professional or personal use, who browses, finds out about and purchases a Service offered on the Website.

Article 2 – Description of the service

The parking space booking service corresponds to booking a parking space via BSCA’s website www.charleroi-airport.com (“the Website”) for a predefined person and period. The parking spaces are offered on the basis of a limited number of spaces, and are subject to availability (“the Service”).

Only Users who have booked on the Website in advance can benefit from this Service.

Article 3 – Booking terms

The Service can be subscribed to by the “Users” referred to below for their own needs:

- Any natural person who is a private individual aged 18 or over;
- Legal persons (for their personal purposes / appointed representative);

They must then fill in the compulsory fields in the subscription form available on the Website. BSCA reserves the right to refuse any subscription to this Service if incorrect or incomplete information is provided. This Service entitles the User access to a prepaid parking space for a specific period with a vehicle. The booking period must be respected.

Article 4 – Terms and conditions of use

The Service is only marketed online and available to those who have created an account who must have an email address.

To order Services on the Website, Users must create an account by providing the necessary information in the registration form.

To this end, Users declare that they are providing comprehensive, correct information that will allow them to be identified accurately in any situation. When creating their account, Users choose a username and a password. Users undertake to maintain the confidentiality of their username and password.

These accounts will be available to Users at any time using their login details. Users are responsible for all actions taken on the Website using their username and password. Any Users registered on the Website will be bound by any Order placed using their login details, subject to the right of withdrawal (art. 8.3).

Once their account has been created and payment sent, Users receive a confirmation email, sent to their email address, containing a summary of their order and a QR code to access the car park.

For the car park barrier to open, Users must scan the QR code received during the booking process at the designated entry terminals.

Access to the car park will not be authorised before the booking start date entered during the booking process.

Exiting the car parks requires the insertion of a ticket issued on entry and, if applicable, payment of an additional fee if the booked parking period has been exceeded.

Warning: it is important to allow sufficient time between your flight arrival time and your car park exit time. BSCA cannot be held responsible if this time is exceeded due to circumstances outside the service.

Article 5 – Users’ obligations - Car Park Regulations

Any User of the Service and therefore BSCA’s car parks is subject to the *Internal Regulations for BSCA’s Car Parks displayed at the entrance to each car park, but also available on the website.*

To this end, all Users must in particular comply with the highway code both outside and inside the car park by following the car park rules available on the website.

Article 6 – Features of the access code

The access pass (containing the access code) issued to the User is strictly personal and confidential. It cannot be assigned or transferred to a third party. It is the User’s responsibility to keep it until using it when entering the car park. BSCA does not accept any responsibility if it is used by a third party or used fraudulently.

Article 7 – Pricing terms and conditions

The Service must be paid for at the time of the order by credit card only.

The total amount paid corresponds to the time spent parked in the car park in question at the total price inclusive of taxes (in Euros) in force at the time of the booking, as described and detailed on the booking page.

If the parking period booked is exceeded, before leaving the car park, the User must pay an additional charge corresponding to the official price in force.

This can be paid directly by bank card at one of the automatic machines or the designated terminals at the exit or by going to a manual machine to pay in cash.

All the prices in force are freely available on the website www.charleroi-airport.com.

Article 8 – Changes – Cancellation – Withdrawal

8.1 Changes

Users can edit their booking by logging in to their Client Account on the Website in the “My Account” section.

Any booking can be changed up to 5 minutes before the arrival time for the Car Park. Once the vehicle has been parked, no changes are possible.

Changes are in any case subject to the availability of spaces in the Car Park.

When booking, if the change involves a lower price than the original booking, no refund for the difference is possible.

When booking, if the change involves a higher price than the original booking, the User must pay the extra amount.

A booking can only be changed once.

8.2 Cancellation

An order placed on the Website can be cancelled free of charge by the User up to 24 hours before the date and time of the parking service, by signing in to the Client Account on the Website in the “My Account” section. When cancelling, the User will be refunded directly to their bank account (the account associated with the bank card at the time of booking).

8.3 Right of withdrawal – exclusion

Users who are natural persons and not business users have the right of withdrawal in accordance with the provisions of article VI.47 of the Belgian Code of Economic Law. This right of withdrawal can be exercised up to fourteen (14) days after the date on which the User placed the Order, without the need to give reasons or pay any penalties. The right of withdrawal can be exercised by sending an email to BSCA's Customer Service department via the email address customerservice@charleroi-airport.com, with “Demande de Rétractation” (“Right of Withdrawal”) in the subject line. This email must include the relevant booking number and the details of the person making the request (surname, first name, email address). If this period ends on a Saturday, Sunday or bank holiday, the deadline is extended until the next business day.

If the User exercises their right of withdrawal in accordance with the terms and conditions described above, BSCA will, if applicable, refund the amounts already paid within fourteen (14) days of the date on which BSCA was informed of the User's decision, apart from return postage fees for the access card, which are the User's responsibility. The total amounts will be re-credited to the bank account associated with the credit card used (secure transaction).

If the User would like to use the service ordered before the end of the abovementioned fourteen (14) day period (and in particular if the effective date of the Order is before the date on which the Order is confirmed at the User's request), they must inform BSCA of this, explaining that they would like to have their car park access card before the end of the abovementioned deadline regardless of the date on which it is actually used by the User.

In accordance with article VI.51, §3 of the Belgian Code of Economic Law, if a User exercises their right of withdrawal for a contract the fulfilment of which began at their explicit request before the end of the cooling-off period, they will pay BSCA a total amount equivalent to the proportion of the service used up until the User informs BSCA of their desire to exercise their right of withdrawal.

In accordance with article VI.53, 1° of the Belgian Code of Economic Law, the right of withdrawal cannot be exercised for contracts that have been completely fulfilled before the end of the cooling-off period and the fulfilment of which began after the User's explicit prior agreement and the explicit relinquishment of their right of withdrawal.

Article 9 – Liability and guarantees

No guarantee is given to the User relating to:

- The absence of anomalies, errors and bugs that might affect navigation of the Website or the use of any particular function available on the Website;
- The possibility of correcting these anomalies, errors or bugs;
- The absence of any disruption or faults relating to how the Website works;
- The compatibility of the Website with any particular equipment or configuration.

Under no circumstances will BSCA be held responsible for any malfunctions caused by third-party software, whether or not it is incorporated into the Website or provided with it.

Under no circumstances will BSCA be held responsible for direct or indirect and/or intangible damage, whether foreseeable or not (including the loss of profit or an opportunity etc.) resulting from the provision and/or use or the total or partial impossibility of using the functions on the Website.

The hypertext links on the Website directing the User to other websites are only designed to make it easier for the User to find things. In any case, the User declares that they understand the characteristics and limitations of the Internet, including in particular its technical performance, response times to view, request or transfer data and the risks associated with the security of communication.

BSCA does not accept any responsibility if the Service is not provided or is provided poorly either due to the User or due to a third party not related to the Service or in the event of force majeure as defined by case law.

There can be no recourse against BSCA and its insurers if a third party uses the QR Code given to the User, or if it is used fraudulently.

Article 10 - Intellectual property

10.1. General

The Website, its content and all of its component parts are creative works for which BSCA is the owner of all intellectual property rights and/or commercial rights, including in particular copyright, database rights, trademark rights and rights to designs and models.

The Website, as well as all accessible elements, software, databases, text, information, analyses, images, photographs, graphics, logos, sounds, videos and more generally all other information contained in the Website remain the exclusive property of BSCA or, if applicable, their respective owners with whom the latter has entered into usage agreements. All reproduction rights are reserved.

The User is granted a non-exclusive, non-transferable right in a private context to use the Website and the information contained in the Website. This right, granted in this way, is made up of (i) a right to view the data and information contained in the Website online and (ii) a right to reproduce one hard copy and/or one saved copy of the data and information viewed. This usage right only covers strictly personal use.

Failure to follow the instructions above constitutes an infringement that could entail the criminal and/or civil liability of its author. BSCA reserves the right to take any legal action against its author before the competent courts. No hypertext link to the website www.charleroi-airport.com can be used without the explicit prior written agreement of BSCA.

10.2. Software

The use of any software downloaded from the Website allowing access to certain Services or functions is governed by the associated licencing terms. The User undertakes not to install, copy or use this software before first accepting the terms of the licence.

For any software that does not have a licence, the User is granted a temporary, private, personal, non-transferrable and non-exclusive right to use this software in order to be able to access the Service and functions that make the use of this software necessary, to the exclusion of any other use. By installing or using the software, the User undertakes to comply with this condition.

Article 11 – Protection of personal data

The Non-Aviation Commercial department of Charleroi Airport, Rue des Frères Wright 8, 6041 Gosselies, is the data controller for the processing of personal data for orders and publishing promotional codes.

In accordance with the provisions of the Law of 8 December 1992 on privacy and the processing of personal data, information essential for processing and fulfilling Orders are marked with an asterisk on the pages of the Website.

Other requests for information requiring an optional answer, or information relating to the User's interest in offers that might be sent to them are designed to get to know them better as well as to improve the services offered to them.

Unless the User objects, BSCA may need to communicate optional information about the User to its partners.

Unless the User objects when setting up their account, which they can change at any time, BSCA may be able to send an email with information designed to provide more details of the Services and the Website, as well as special offers.

BSCA respects the new European regulations referred to the GDPR. These come from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

To this end, BSCA has a “Privacy Notice” describing how it complies with the European regulation. This can be read on the Website <https://www.brussels-charleroi-airport.com/contacts/confidentialite-gdpr/index.html> and describes why and when BSCA collects the User’s personal data. It informs the User of their rights to access, correct and delete data.

The User has the right to access, correct and delete their data.

To exercise their rights to access, be forgotten, correct, delete, restrict, data portability, object to processing and withdraw their consent, Users are asked to send a clear request to gdpr@charleroi-airport.com, or send a letter to: Data Protection Officer, Rue des Frères Wright 8 à 6041 Charleroi.

Article 12 – Information about Complaints and disputes

12.1 Information

Any request for information, clarifications and complaints should be sent to the following address:

BSCA SA - Customer Service - Rue des Frères Wright 8 - 6041 Gosselies – Belgium.

Users can also contact BSCA by email customerservice@charleroi-airport.com

12.2. Applicable law

Any dispute or difference of opinion relating to these General Terms and Conditions will be subject to Belgian law and the exclusive jurisdiction of the commercial court of the legal district of Hainaut, Charleroi division.

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