

General Terms and Conditions for the Use of Parking Facilities at Flughafen Niederrhein GmbH



A. Terms and Conditions for the Use of Parking Facilities

I. Rental contract

- (1) By accepting the parking ticket or by driving into the car park (parking facility), a rental contract for a passenger vehicle parking space is entered into between Flughafen Niederrhein GmbH (hereinafter referred to as FN) and the driver (hereinafter referred to as Car Park User), the contents of which are governed by the following Terms and Conditions for the Use of Parking Facilities and which the Car Park User recognises by accepting the parking ticket or by driving into the parking facility.
- (2) The contract does not cover guarding, surveillance, safekeeping or the provision of insurance cover. Even if FN personnel are present at the parking facility or it is monitored by optical-electronic equipment (video surveillance), this does not imply any assumption of care or liability, in particular not for theft or damage. When video surveillance is operated the data controller within the meaning of the Federal Data Protection Act (BDSG) is Flughafen Niederrhein GmbH, Flughafen-Ring 200, 47652 Weeze. Tel. +49 (0)28 37/ 66 61 11. Use of the parking facility is at the Car Park User's own risk.

II. Parking fee – Rental period – Opening hours – Parking duration – Parking ticket – Contractual penalty

- (1) Use of the parking facilities is subject to a charge. The rental charge (**parking fee**) is calculated according to the length of time between the vehicle entering and leaving the parking facility (**rental period**) and is in accordance with the prices displayed by FN which are valid at the time when the vehicle enters the parking facility.
- (2) The parking fee must be paid at the automatic pay stations or to the authorised pay station personnel before the vehicle is removed from the parking facility. The Car Park User must obtain a receipt for payments made to parking facility personnel. The name of the member of staff accepting payment, the amount paid and the date must be noted on the receipt.
- (3) The vehicle can only be collected during the displayed or otherwise communicated **opening hours** after payment of the parking fee.
- (4) The **maximum parking duration** is 6 weeks, unless a special agreement has been made. If the parking time exceeds the maximum parking duration, the FN is entitled to remove the vehicle at the expense of the Car Park User, provided that the Car Park User has been notified in writing beforehand, or it was not possible to notify the Car Park User, or the value of the vehicle is obviously less than the parking fee due. Furthermore, the FN is entitled to a fee corresponding to the parking tariffs for the entire duration of parking until the vehicle is removed.
- (5) The **parking ticket** or other proof of authorisation issued to the Car Park User (e.g. exit coin or ticket) must be safekept by the Car Park User. The FN deems the respective owner of the proof of authorisation to be authorised to use the vehicle in question. The FN is entitled, but not required, to verify this authorisation.
- (6) If the Car Park User loses their parking ticket or other proof of authorisation and is not able to prove the actual parking time, they are required to pay a **contractual penalty** in the amount of the charge for the maximum parking duration to FN, unless they are not responsible for the loss. The assertion of further claims shall remain unprejudiced by this provision. Irrespective of a contractual penalty, the Car Park User owes the parking fee for the parking period and compensation for use for the period after termination of the rental contract.

III. Terms of use

- (1) Car Park Users are entitled to park passenger vehicles without trailers in the parking facility (vehicles). Motorcycles may only be parked if this is expressly permitted by a corresponding sign. Entitlement to park a vehicle is always subject to the parked vehicle having third-party liability insurance, an official registration number (as per section 23 of the German Road Traffic Licensing Regulations (StVZO)) and a valid MOT (e.g. TÜV sticker).
- (2) Vehicles may only be parked in the designated parking spaces and only one vehicle per parking space is permitted. Parking on hatched areas, trolley areas and pedestrian walkways is expressly prohibited. Reverse parking is not permitted. If parking facility personnel giving directions to parking spaces are present, the Car Park User must park in the space allocated to them. If parking spaces are reserved for persons with special authorisation (e.g. long-term parkers, physically disabled persons, women), a Car Park User parking on such spaces must provide verification of their authorisation to park there on request.
- (3) The Car Park User must park the vehicle in such a way that the lanes are not narrowed or restricted in any way by the vehicle and unobstructed passage is guaranteed at all times – especially for emergency vehicles.
- (4) Inside the parking facility the vehicle may only be driven at walking speed.
- (5) The following are not permitted in the parking facility:
 - The storage of fuels, flammable objects and empty fuel containers;
 - The unnecessary running of engines;
 - The parking of vehicles with a leaking tank or engine or vehicles which are otherwise in an unroadworthy condition;
 - Staying in the parking facility other than for the purpose of parking a vehicle, in particular camping;
 - The repair or maintenance of vehicles;
 - Contamination of the parking facility, in particular by cleaning the vehicle, draining cooling water, fuel or oil;
- (6) The Car Park User must comply with the other terms of use in section B and the instructions of the FN's personnel, as well as observe the traffic and information signs in the parking facility. Otherwise the provisions of the German Highway Code apply.

IV. Liability of Flughafen Niederrhein GmbH - Excess - Exclusion periods

- (1) During the term of the parking space rental contract, FN is liable for damage demonstrably caused by breaches of duty by it, its employees or its authorised representatives. FN has no liability for damage caused solely by natural events, other car park users or other third parties, in particular as a result of the theft of or damage to the vehicle. FN is only liable for breaches of duty in the event of intent or gross negligence, unless otherwise specified below. In the event of simple negligence, FN shall only be liable if there is injury to life, limb or health (personal injury) or a breach of material contractual obligations, i.e. obligations essential to the proper performance of the contract and which the Car Park User may routinely expect to be met. If the FN breaches a material contractual obligation through simple negligence, the Car Park User must contribute 25% of the damage, up to a maximum of EUR 300.00 (excess). Compensation is also limited to the damage foreseeable at the time the contract was concluded except in cases of liability for personal injury. After the end of the contract, FN is only liable for intent.
- (2) The Car Park User is obliged to report any obvious damage to the FN parking facility personnel and, if necessary, to contact them using the emergency call system before leaving the parking facility and to give them the opportunity to inspect the vehicle. If, in exceptional cases, this is not possible for or cannot be reasonably expected of the Car Park User, notification must be provided in writing to FN at the address stated in section I.2 no later than 14 days after the damage event. Where damage is not visible, notification must be provided in writing within 14 days of discovery of the damage (exclusion period). If the Car Park User fails to meet their obligation to provide notification in accordance with paragraph 1 above, all claims for damages by the Car Park User are excluded, unless the Car Park User is not responsible for the breach of obligation. This exclusion of liability does not apply if the Car Park User has suffered personal injury or if the FN has caused the damage through gross negligence or wilful intent.
- (3) Paragraphs 1 and 2 above apply regardless of whether FN's liability is based on the rental contract or another legal basis.

V. Car park user's liability

The Car Park User is liable for all damage culpably caused to the FN or third parties by them, their employees, their authorised representatives or accompanying persons. They are also liable for culpably caused soiling of the parking facility.

VI. Contract term – Cancellation – Removal of vehicle

- (1) The contract ends when the vehicle leaves the parking facility, but no later than 6 weeks after the start of the contract, unless the contract is cancelled beforehand without notice or another arrangement is expressly agreed.
- (2) Each party is entitled to terminate the contract for cause. An example of cause for the FN is if, despite receiving a warning, the Car Park User continues to violate the terms of use or repeatedly violates the terms of use in accordance with section III, unless the Car Park User is not responsible for the violation.
- (3) The Car Park User is under obligation to remove the parked vehicle from the parking facility immediately at the end of the contract and to pay any unpaid parking fees. If the Car Park User fails to fulfil their obligation to remove the vehicle from the parking facility, FN shall be entitled to remove the vehicle from the parking facility after a prior written request for removal setting a reasonable deadline and informing the Car Park User that the vehicle will be removed. The Car Park User shall bear the costs of removal, storage, utilisation and disposal, unless the Car Park User is not responsible for the failure to remove the vehicle.
- (4) In the event of a breach of the terms of use in accordance with section III or other interference with possession, FN is entitled to have the vehicle towed away at the expense of the Car Park User without further notification. FN is also authorised to remove the vehicle from the parking facility in the event of urgent danger.

VII. Jurisdiction agreement and translation

- (1) If the Car Park User is a merchant, the place of jurisdiction for all legal disputes, regardless of the legal grounds, shall be the registered office of FN, i.e. Kleve, unless another place of jurisdiction is prescribed by law.
- (2) In the event of translation of these General Terms and Conditions, only the German version shall be legally binding.

B. Other terms of use

All car park users are subject to the terms and conditions of use in section A III. Furthermore, the following are not permitted in the parking facility:

- Walking on the lanes, including entrances and exits, unless there are no walkways;
- Smoking and the use of fire;
- Riding bicycles, mopeds, inline skates, skateboards and other vehicles or equipment and parking them in the parking facility;
- Distribution of advertising materials.