

## Terms of Agreement

### A. General terms and conditions for pre-booking online

#### Clause 1 Pre-booking a parking space, conclusion of the agreement

1. Provision of the online booking system does not constitute a legally binding offer on the part of Dresden Airport (Lessor) but acts solely as a non-binding invitation to the customer (Lessee) to offer to enter into a parking space rental agreement in accordance with the General Terms and Conditions set out below.
2. By pressing the 'Confirm booking' button, the Lessee submits a binding and irrevocable offer to enter into a parking space rental agreement at the tariff range set out in the booking window.
3. This offer is accepted by means of a confirmation by the Lessor which will be issued immediately after submission of the offer (booking confirmation). The Lessee must check the accuracy of the details of the booking confirmation and report any errors immediately.

#### Clause 2 Subject matter of the agreement, description of services, duration of parking (stay)

1. The Lessor offers the following options for online pre-booking of parking spaces. The minimum and maximum stay in each tariff zone is set out below.
  - Classic parking: There are Classic parking areas on all four parking levels of the multi-storey car park. The Lessee can park in a free space of his choice in the Classic parking area.
  - Low-Cost parking: The Low-Cost area is on level 4 of the multi-storey car park. These parking spaces can only be booked online.
  - Super-Low-Cost parking: The parking spaces in this tariff zone are in car park 3. As this car park is not under cover, these parking tariffs are particularly good value.
  - Special parking: In addition to standard parking, the Lessee has the option to pre-book a parking space anywhere in the Classic area of the multi-storey car park at a lower rate online.

In the Classic and Special tariff zones, the maximum stay is one month from the day of entry. In the Low-Cost and Super-Low-Cost tariff zones, the maximum stay is 21 days from the day of entry. If the maximum stay is exceeded, the Lessor is entitled to remove the vehicle at the Lessee's expense. Furthermore, the Lessor is entitled to charge a fee in line with the rental price list until the vehicle is removed.

The Low-Cost and Super-Low-Cost tariff zones are subject to a minimum stay of 7 days, and the Special tariff zone has a minimum stay of 3 days. If the Lessee wishes to park for fewer days he may do so, but he will still be charged the price for the minimum stay.

2. On conclusion of the agreement the Lessee acquires the right to park his vehicle once in the public parking areas at Dresden Airport managed by the Lessor (multi-storey car park and car park P3) for the period agreed in the booking.

The Lessor will provide the Lessee with a parking space in the booked tariff zone for the length of stay specified in the booking confirmation (rental period) against payment of the rent specified in the booking confirmation.

If the Lessee fails to remove his vehicle from the parking facility after expiry of the contractually agreed rental period, he will be liable to pay compensation for use at the applicable rate for the period until he removes his vehicle. Compensation for use is payable before removal of the vehicle.

Security patrols, surveillance, safe keeping and provision of insurance protection do not form part of this Agreement. Even if airport personnel is present at the parking facility or the parking facility is monitored with video surveillance equipment, this does not constitute acceptance of any duty of safekeeping or liability, particularly with regard to theft or damage. Where video monitoring is

provided, the responsible body within the meaning of the German Data Protection Act is Flughafen Dresden GmbH, Flughafenstrasse, 01109 Dresden, Germany.

3. The Lessee is not entitled to a specific parking space in the tariff zone agreed in the booking.
4. The Lessee may only park his vehicle **in the tariff zone specified in the booking confirmation.**
5. Only passenger vehicles licensed for road use may be parked in the parking facility. Entry or use of the facility with passenger vehicles that are not licensed for road use, passenger vehicles with trailers, other motor vehicles or motor cycles, bicycles, scooters, in-line skates, skateboards etc is not permitted. The maximum vehicle height is 2 m in height and the maximum length is 5.1 m. The maximum vehicle weight in the multi-storey car park is 2.5 t.

### **Clause 3 Prices, payment**

1. The services and prices confirmed with the booking apply.

The prices displayed at the time of booking only apply to pre-booking via the Dresden Airport car park booking system and apply exclusively for the booked period. All prices are subject to VAT at the rate applicable at the time.

2. The parking charge is payable immediately on conclusion of the rental agreement. If the Lessee does not use the rented parking space, the parking charge can only be refunded in accordance with the relevant statutory provisions applicable at the time. The parking charge cannot be reimbursed for any other reasons.
3. When using the online booking system, the parking charge must be paid at the time of booking by means of a credit card accepted by the airport (Visa, MasterCard) or by PayPal. Payment with a debit card accepted by the German payment systems can be made up to 7 weeks before the parking date. If the debit card payment cannot be made in the appropriate way, the booking will be cancelled unless the payment cannot be made for reasons for which the Lessor is responsible.
4. Until such time as the parking charge has been paid in full, the Lessor is entitled to withhold all services to be rendered by it under this agreement.
5. Bookings at the Classic or Super-Low-Cost tariffs are subject to an internet booking fee. This fee will be displayed in the correct amount during the booking process before the booking is confirmed.
6. The following applies to bookings for the Low-Cost areas:  
To obtain the Low-Cost tariff you have booked, you must park in one of the parking areas designated as Low-Cost parking.  
If you exceed your booked time, you will be charged at the Classic tariff zone rate.
7. It is not possible to pay the rental fee wholly or partly with a credit voucher.

### **Clause 4 Withdrawal**

The Lessee may withdraw from the rental agreement before the agreed commencement date. This may only be done on the internet in the Lessee's login area under "My booking/Cancel". The validity of the withdrawal depends on the time of receipt of the withdrawal notice by the Lessor. The Lessee can withdraw free of charge up to 48 hours before commencement of the rental period. For later withdrawals the Lessor is entitled to charge a withdrawal fee as follows:

- up to 48 hours before commencement of rental period: no fee
- less than 48 hours before commencement of rental period: 100% of rental price

Note: If you cancel a booking made by debit card, your payment will be reimbursed within three weeks.

The Lessee is at liberty to provide evidence that the Lessor has not suffered a loss or that the loss suffered is lower than the agreed withdrawal fee.

## **Clause 5 Non-use of the service**

If the Lessee parks his vehicle in a lower category than that booked, no refund of the parking fee will be given. No refunds will be given for early termination of the agreement. Any parking days not used will lapse.

## **Clause 6 Data protection**

The operator's data protection provisions as published on the Dresden Airport website apply.

## **B. Conditions of parking for lessees**

### **Clause 1 Entry, exit**

To enter, hold the QR code sent to you in your booking confirmation (either printed out on paper or on your smartphone) up to the QR code scanner at the entrance barrier. As long as you enter the car park within your pre-booked time period, the scanner will recognise your booking and will issue an exit ticket for the period booked. Please take the exit ticket from the slot on the barrier. You can now enter the car park without having to take another ticket.

Don't forget to keep your exit ticket in a safe place as you will need it to exit the car park.

### **Clause 2 Conditions of use**

1. The vehicle should be parked properly within the marked lines. Vehicles should be parked in the marked parking spaces in such a way that people using adjacent spaces can get in and out of their vehicles unhindered at all times. If these rules are contravened, the Lessor has the right to have any vehicles parked contrary to traffic regulations moved or removed at the Lessee's expense and risk.
2. The Lessee must enter and exit the car park with due care, including if he is helped or instructed by the Lessor's personnel.
3. The parked vehicle must be properly locked and secured in the usual manner.
4. The traffic and information signs on display in the parking facility must be observed. The 10 km/h speed limit within the parking facility must be observed at all times. The German highway code (*Strassenverkehrsordnung*) applies in the parking facility.
5. It is prohibited to repair or clean vehicles, fill or drain cooling water, fuels or oil or leave behind any soiling or rubbish in parking spaces, in driving lanes or on ramps.

### **Clause 3 Removal and disposal of the vehicle**

The Lessor may have the Lessee's vehicle towed away from the parking space at the Lessee's expense if:

- a) the agreed maximum stay has been exceeded,
- b) the parked vehicle is endangering the operation of the parking facility, e.g. as a result of leakages of liquids,
- c) the vehicle is not properly licensed or is taken out of commission during the parking period.

### **Clause 4 Liability**

The Lessor shall be liable for all damage that can be proven to have been caused by gross negligence or intent on its part or on the part of its legal representatives or agents and which is claimed before leaving the parking facility using exit ticket or booking confirmation. The Lessor's liability shall only extend to the vehicle itself and not to its contents. All other liability on the part of the Lessor is excluded to the extent permitted by the law. The Lessor shall not be liable for damage caused by third parties.

If objects other than motor vehicles are parked on the rented parking space in contravention of the agreement, the Lessor's liability shall be limited to gross negligence and intent.

#### **Clause 5 Right of lien**

The Lessor shall have the right of retention and a statutory right of lien in respect of the Lessee's parked car for any claims it may have arising from the rental agreement. If the Lessee defaults on payment of the Lessor's claims, the Lessor may proceed with the sale of the security no less than fourteen days after threatening to do so.

#### **C. Other provisions**

The Dresden Airport Use Regulations and its Schedule of Rates and Charges form part of this agreement.

Platform for online dispute resolution:

The European Commission provides a platform dedicated to helping consumers and traders resolve their disputes out-of-court. Consumers who have bought goods or services online can use this site to try to reach a settlement without going to court.

The platform is at:

<https://webgate.ec.europa.eu/odr/>

Please note that we do not participate in any alternative dispute resolution schemes.

#### **D. Applicable law, place of jurisdiction, translations**

1. This Agreement is governed by German law.
2. If the Lessee is a merchant, the registered office of the Lessor is agreed as the place of jurisdiction for all legal disputes regardless of the legal cause, unless another place of jurisdiction is prescribed by law.
3. The German version shall prevail over any translations of these terms of agreement.

## **Cancellation policy for consumers under Section 13 of the German Civil Code**

### **Your right to cancel**

You have the right to cancel this agreement within 14 days without stating your reasons for doing so.

The cancellation period starts on receipt of this cancellation policy on a durable medium, but not before conclusion of the agreement and not before we have fulfilled our duty to provide information in accordance with Section 312(d)1 of the German Civil Code (BGB) in conjunction with Article 246a(1) of the Introductory Act to the German Civil Code (EGBGB).

To exercise your right to cancel, you must send us (Flughafen Dresden GmbH, Flughafenstrasse, 01109 Dresden, email: [service-parken@dresden-airport.de](mailto:service-parken@dresden-airport.de); fax: +49 (0)351 881 3605) a clear and unambiguous notification of your decision to cancel this agreement (e.g. by letter, fax or email). You can do so using the enclosed specimen cancellation form, but you do not have to use it.

To comply with the cancellation period, it is sufficient for you to send your cancellation notice before the end of the cancellation period.

### **Consequences of cancelling**

If your cancellation is valid, any benefit received by either party to the agreement must be returned. You will be obliged to pay compensation for any services rendered up to the time of cancellation if you were notified of this legal consequence and you explicitly agreed to our commencing performance of our services before the end of the cancellation period before you issued your cancellation notice. In the event of an obligation to pay compensation, this may lead to your nonetheless having to fulfil your contractual payment obligations for the period up to the date of cancellation. Your right to cancel will end early if the agreement has been fulfilled in full by both parties at your explicit request before you exercised your right to cancel. Obligations to refund payments must be met within 30 days. The cancellation period starts for you on the date on which you send your cancellation notice, and for us on the date on which we receive it.

### **End of the cancellation policy**

**Cancellation form in accordance with Annex 2 to Article 246a Section 1(2) sentence 1 no. 1 EGBGB**

If you wish to cancel the agreement, please fill in this form and return it to us at:

Flughafen Dresden GmbH  
Flughafenstrasse  
01109 Dresden, Germany

E-Mail: [service-parken@dresden-airport.de](mailto:service-parken@dresden-airport.de)  
Fax: +49 (0)351 881 3605

I/we (\*) hereby cancel the agreement entered into by me/us (\*) for an online parking space reservation at Dresden Airport.

Name of consumer(s): .....

Address of consumer(s): .....  
.....  
.....

E-mail: .....

Booked on: .....

Reservation number: .....

Reservation dates: from ..... to .....

Date: .....

Signature of consumer(s): .....

(\*) Delete if not applicable