

General terms of use applying to the parking areas of Flug-Hafen-Saarland GmbH

General terms and conditions - Rental contract

The lessor provides the lessee a parking space for his/her motor vehicle in accordance with the following provisions. After reception of the parking ticket and entering of the parking facility, a rental contract between the lessor and the lessee arises. Neither surveillance, safekeeping or the provision of insurance covered by the lessor are subject of the contract. The use of the parking facility is at the lessee's own risk.

In case of unauthorized use of the parking areas without a valid parking ticket, a contractual penalty of €30.00 shall be charged in addition to the daily parking fees incurred. Using the parking facility, the lessor approves the general terms of use applying to the parking areas and the published rules governing the use of the airport ('Flughafenbenutzungsordnung').

Rental price - Parking time

The rental price is calculated for each parking space according to the posted price list. The calculation of the parking fee is based on a 24-hours-rhythm i.e. if 24 hours from the time of entry of the parking area are exceeded, an additional day shall be charged. Following the payment process, the lessee has to go to his/her car and leave the parking facility promptly through the exits. If the lessee spends more time on the parking area than necessary, the parking fee shall be charged again from the time of the payment process.

The maximum parking period amounts to four weeks unless a special arrangement has been made in writing. After the maximum parking period of four weeks, the lessor has the right to remove vehicles at the lessee's expense. The lessor is also entitled to a fee according to the rental price list until the vehicle has been removed. Before, the lessor shall issue a written removal warning to the lessee or - if the lessee is not known to him - the holder of the vehicle. A prior removal warning is not required if the lessor cannot determine the lessee or holder without unreasonable effort, e.g. through the information desk of the vehicle registration office. If the parking ticket is lost, the rental price for four weeks complying with the posted price list shall be charged, unless the lessee provides proof that the parking period was shorter or the lessor provides proof that the parking period was longer than four weeks. The assignment or subletting of the parking space requires the written approval of the lessor.

Liability of the lessor

The lessor is liable in accordance with these provisions for any damage caused by itself, its staff or agents. The lessor is not liable for damages caused by natural events, the lessee's own behaviour or the behaviour of third parties. The lessee must promptly report any obvious damage to his/her vehicle to the lessor's personnel before leaving the parking facility.

The lessee must notify the lessor about any other damage to his/her vehicle within a period of seven days after leaving the parking facility. If such notice is not given in time, all warranty claims and claims for compensation of the lessee shall be excluded. If the lessee asserts compensation claims for losses against the lessor, the lessee shall have to provide proof that the lessor has culpably breached its contractual obligations. The lessor shall not be liable to damage to property or financial losses due to minor negligence. The lessor's liability for damage to property or financial losses caused by minor negligence shall be limited to € 100,000. In the event of damage to property or financial losses due to minor negligence of the lessor, the lessee shall also be obliged to partake in the settlement of the losses with the amount of €300.00 (deductible).

Liability of the lessee

1. The lessee shall be liable for any damage culpably caused by himself/herself, his/her staff, accompanying persons or agents to the lessor or third parties.

2. Insofar, the lessor shall also be liable for any culpably caused soiling of the parking facility due to a behaviour in breach of the terms of use applying to the parking facilities. This also includes the depositing of waste in the area of the parking facility. All arising costs plus a flat processing fee shall be charged to the lessee in the amount of € 100.00

The right of lien

In connection with its claims under the rental contract, the lessor is entitled to a right of retention and a statutory right of lien to the vehicle of the lessee. If the lessee defaults on the settlement of the lessor's claims, the lessor can carry out debt recovery at the earliest two weeks after issuing a warning to that effect.

Rules of use

The maximum speed vehicles may be driven is walking pace. Parked vehicles must be carefully locked and secured in the usual manner. The lessor has to follow the instructions of the supervisory staff. Otherwise, the rules of the German Road Traffic Regulation (StVO) shall apply. The following are prohibited in the parking facility:

- smoking and the use of fire
- parking of vehicles with leaking petrol tanks, oil, draining coolant and air conditioning tanks as well as carburators, and other hazardous damages that may be dangerous for the operation of the parking facility
- parking of vehicles that are not officially registered
- unauthorized parking of vehicles outside the parking spaces marked for that purpose, e.g. on the roadway, on two parking places, in front of emergency exits, on parking spaces for the disabled, on parking spaces marked as reserved or on hatched areas.

Towing of vehicles

If the lessee fails to comply with afore-mentioned rules and parks his/her vehicle outside the spaces marked for this purpose, the lessor shall be entitled to relocate or tow the vehicle at the lessee's expense.

Further provisions and effect of ineffective provisions

Complementary to these terms and conditions, the posted notices of the lessor shall apply. If a provision is or becomes ineffective, the validity of the remaining provisions shall remain unaffected.