

# Terms and Conditions of Use for Parking Garages and Hotel Parking Spaces

for hotels of AMBER HOTEL group (Status 2015)



## 1 Lease contract

- 1.1 Acceptance of the parking ticket or entry of a vehicle into the parking garage or placement of the same on a hotel parking space (hereinafter: "parking area") constitutes a lease contract between the hotel and the leaser for a duration chosen by the latter within the opening hours and subject to the following terms and conditions.
- 1.2 Surveillance and safe-keeping are not object of this contract. The hotel does not enter into any type of responsibility or obligation to care for anything the leaser brings into the parking area.
- 1.3

## 2 Terms of Use

- 2.1 The leaser is obliged to exercise due care. In particular all traffic and safety rules signposted must be followed. Instructions from the hotel staff regarding safety and domestic authority must always be followed immediately. Further the regulations of the German Highway Code (StVO) are valid.
- 2.2 Vehicles may only be parked within the designated spaces. They may not be parked in the areas reserved permanently for others and signposted as such. The hotel is authorized to have a falsely parked vehicle repositioned or removed through adequate measures at the expense of the leaser. The hotel is entitled to charge a lump sum for this. The leaser may however prove that such costs have not arisen or are much lower than the lump sum.
- 2.3 The hotel is also entitled to remove the leaser's vehicle in cases of imminent danger.
- 2.4 We recommend that leasers lock their car and take all valuables with them.
- 2.5 The opening hours are signposted in the parking area.

## 3 Rules for Security and Regulations

- 3.1 Within the parking area it is only allowed to drive at walking speed.
- 3.2 In the parking area it is prohibited:
  - to smoke or use fire,
  - to store combustible substances, receptacles for combustible substances and items which pose a fire hazard,
  - to let the engine run unnecessarily,
  - to refuel, repair or wash the vehicle or clean the interior of vehicles,
  - to empty out cooling liquid, fuel, oil,
  - to hand out advertising material.
- 3.3 The right of presence in the parking area is restricted to parking, loading, unloading and retrieval of vehicles.
- 3.4 The leaser must notify the hotel immediately of any breach of cleanliness they have caused.

## 4 Fee/Duration of Parking

- 4.1 The fee for parking and the permissible duration of parking are displayed on the price lists posted, the more recent version being valid.
- 4.2 Maximum duration of parking is one month, unless a special agreement has been made.
- 4.3 After expiry of the maximum duration of parking, the hotel is entitled to have the offending vehicle removed from the parking area at the expense of the leaser, provided that a written notice to remove the vehicle has been given to the leaser or registered holder two weeks in advance and this has been without any success or the value of the vehicle obviously does not surpass the due amount of fees. Until the vehicle has been removed the hotel is entitled to the fees which have amounted according to the price list.
- 4.4 Loss of the parking ticket results in the obligation to pay a full day rate, unless the leaser can prove the parking duration was shorter or the hotel can prove it was longer.
- 4.5 The hotel may verify the legitimization to pick up and use the vehicle. The verification can be given by showing the parking ticket; the leaser may provide another form of verification.
- 4.6 Should the leaser occupy more than one parking space with his vehicle, the hotel is entitled to demand the fees arising for the number of spaces occupied.

## 5 Liability of the Hotel

- 5.1 The hotel is only liable for damage caused by itself or one of its employees or vicarious agents with full intent or gross negligence. This limitation of liability does not apply to damage caused to life, limb or physical health or due to infringement of essential contractual obligations.
- 5.2 The leaser is obliged to notify the hotel of any damage to his vehicle.
- 5.3 The hotel excludes any liability for damage caused by a third party. This limitation of liability applies in particular to damage, destruction or theft of the vehicle parked or any movable or inbuilt items in the vehicle or objects attached to or fastened onto the vehicle.
- 5.4 Should the leaser be a hotel guest and request a member of the hotel staff to park or retrieve his vehicle, this does not constitute a contract of safe custody or an obligation of surveillance, as this only constitutes a courtesy of the hotel to the guest. Any damage caused to the vehicle or items in the vehicle must be settled via the leaser's or registered holder's third party indemnity insurance. Neither the hotel nor the driver instructed by the hotel are liable for damage directly caused to the leaser's vehicle or for any financial disadvantage associated with the settlement of damage to other vehicles or belongings via the leaser's or registered holder's car insurance (own risk, increase in premium etc.), unless the instructed driver caused the damage intentionally or as a result of gross negligence.

## 6 Liability of the Leaser

- 6.1 The leaser is liable for damage to the hotel caused by himself, his vicarious agents, his representatives, and people accompanying him. He is obliged to notify the hotel of such damage before departures and without being explicitly asked.
- 6.2 The leaser is liable for costs incurred by measures required for remedying any breach of cleanliness as set out in No. 3.2.

## 7 Contractual Right of Lien/ Statutory Right of Lien/Sale

- 7.1 The hotel exercises both a contractual as well as a statutory right of lien on any vehicle parked on the premises arising from claims from the lease contract.
- 7.2 The hotel is entitled to remove or sell vehicles without an official license plate, provided that the leaser or registered holder of the vehicle has been warned of the intention to do so and has failed to respond within a reasonable space of time. If the identity and whereabouts of the leaser or registered holder cannot be determined after taking reasonable steps to do so, there is no requirement for such warning. In the case of sale, the leaser or registered holder has a right to the proceeds from that sale minus the costs arising from parking and the removal of the vehicle.
- 7.3 Notwithstanding the rights referred to in No. 7.1 and No. 7.2, the leaser is liable to the hotel for all costs incurred.