

General Terms and Conditions of Business

for the use of multi-storey car parks P1/P2/P4/P5 and car parks P3/P6/P7

Contractual Form and Liability

1. Every time a vehicle is parked a contract of lease comes into being between the party parking the vehicle (Lessee) and Flughafen Dortmund GmbH (Lessor) in respect of the parking duration desired by the Lessee during opening hours. Said contract is governed by these Terms and Conditions of Business. No right is granted to the provision of a specific parking space.
2. The contract does not cover the surveillance or safekeeping of the parked vehicle, and the use of the parking premises is at the owner's own risk. The Lessor undertakes no duties of care and hereby disclaims all liability towards the Lessor for loss or damage caused by other lessees or by third parties.
3. The Lessor is liable towards the Lessee for any damage proven to have been culpably caused by its personnel provided the Lessor reports said damage before leaving the parking premises and presents a [valid] parking ticket when doing so.
4. The Lessee is liable for all damage suffered by the Lessor or other lessees through its actions or those of accompanying persons. The Lessee must notify the Lessor immediately of any such damage.

Parking Prices and Duration

5. The prices to be paid for parking and the permissible parking durations are stated on a separate table of charges displayed on the parking premises. The charge must be paid before leaving the parking premises at one of the parking ticket machines installed for that purpose. After paying the charge the Lessee must vacate the parking premises within 15 minutes. The maximum parking time is 3 months.
6. The Lessee is obliged to pay the parking price even if the car park is used without the Lessor's consent or in an otherwise unauthorised manner.
7. The Lessor has a right of retention as well as a statutory right of lien regarding the parked vehicle and its accessories in respect of all claims arising from the contract of lease.
8. The Contract of Lease ends on removal of the vehicle from the parking premises.
9. The Lessor may remove the vehicle from the parking premises at the Lessee's cost and risk if
 - a) the Lessee refuses to pay the requested charge,
 - b) the parked vehicle endangers the operation of the car park through a leaking tank, carburettor or other defect,
 - c) the vehicle is not licensed or is removed from traffic by the authorities during the parking period.If a vehicle appears to have been left permanently beyond the maximum parking duration, the Lessor may remove the vehicle at the expense of the Lessee.
10. Parking tickets may only be used once. Any remaining time on a ticket is automatically lost and will neither be refunded nor credited.
11. If the Lessee loses the parking ticket a charge of €120 is payable in multi-storey car parks P1, P2, P4 or P5 and €80 in car parks P3, P6 and P7.

Parking and Collection of Vehicles

12. The vehicle may only be parked within marked parking spaces. The Lessee must park the vehicle in such a way as to permit unhindered parking and vacating of neighbouring parking spaces as well as unhindered access to persons getting in and out of the vehicles in said spaces. If the Lessee fails to comply with this requirement the Lessor is entitled to take appropriate steps to move the incorrectly-parked vehicle to the required position at the Lessee's expense.
13. The parking space is deemed to have been correctly provided unless the Lessee lodges any complaint with the Lessor immediately.

14. The vehicle may only be parked and collected during the opening times as stated on notices displayed in the parking premises.
15. If it proves necessary during the term of the Contract to completely vacate and close the parking premises, the Contract terminates at the announced time of vacation of the parking premises without the need for any notice. In this event the Lessee is entitled to demand a pro rata refund of the unused portion of the parking price.

Use of the Parking Premises

16. On the parking premises the Lessor has the authority to issue instructions in order to ensure the orderly operation of the parking facilities. This right will be exercised by the personnel appointed by the Lessor.
17. The Lessee must use the parking premises and its facilities carefully and correctly, avoiding any damage or soiling. The Lessee must immediately clean up any soiling for which he/she is responsible.
18. Carrying out repairs, washing vehicles, cleaning their interiors and draining off coolant water, fuel or oil are all prohibited while on the parking premises.
19. The Lessee is only entitled to remain on the parking premises in order to park or collect the vehicle.

Traffic & Police Regulations

20. Vehicle movements on the parking premises are subject to public traffic regulations unless otherwise indicated either through signs displayed on the parking premises or in the provisions set out below.
21. Vehicles may not be driven faster than walking pace while on the parking premises.
22. The Lessee must exercise all due care when driving into or out of the parking premises or individual parking spaces.
23. The parked vehicle must be locked up and secured in accordance with usual public highway procedures.
24. The Lessee must comply with all pertinent regulations and prohibitions concerning the use of parking premises. For instance, the following are prohibited:
 - a) smoking and the use of fire while in multi-storey car parks,
 - b) the storage of fuels, fuel containers and [other] substances posing a fire hazard,
 - c) leaving engines running unnecessarily,
 - d) parking vehicles with leaking petrol tanks or carburettors.

Place of Fulfilment and Jurisdiction

25. The place of fulfilment and jurisdiction for all legal disputes arising from this Contract is Dortmund.

Flughafen Dortmund GmbH
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44319 Dortmund

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