

A) General terms and conditions for online booking

Online car park booking, car park reservation, booking confirmation, change of reservation

1. The provision of the online booking system does not constitute a legally binding offer of the company Flughafen Köln/Bonn GmbH ("FKB"), but is merely a non-binding invitation to the customer ("Car park user"), to submit an offer for the conclusion of a rental agreement for a parking space in accordance with the following General Terms and Conditions of Business ("Rental Agreement").
2. By activating the button "Irrevocable booking" the car park user makes a binding offer for a rental agreement for a parking space. A commercial rental/reservation of parking spaces for third parties and/or a sub-contracting or sub-leasing of the same shall require the express permission of FKB.
3. The rent (parking fee) shall be due for payment in advance immediately by EC-card or credit card (Master Card or VISA) upon submission of the offer. The acceptance of the car park user's offer shall be confirmed by FKB immediately after the submission of the offer and the payment of the parking fee (booking confirmation). The conclusion of a rental agreement for a parking space is subject to the condition precedent of the receipt of payment of the parking fee to the account of FKB. If the parking fee cannot be collected, the agreement for a parking space reservation and rental shall not be concluded. If the car park user is responsible for the failure of the collection of fees, he shall reimburse FKB for the costs incurring plus a processing fee amounting to 10 €. With the conclusion of the rental agreement for a parking space, FKB shall be obliged to provide the car park user with a parking space in the parking facilities in accordance with the booking confirmation and for the parking period (rental period) specified in the booking confirmation against payment of the parking fee detailed in the booking confirmation. A claim to a specific parking space in the parking facilities agreed upon in the reservation shall not exist.
4. A free change of reservation is possible, if the customer is registered in the online booking system, if the change takes place at least 24 hours in advance (before the start of the reserved rental period) and if the start of the previous and the new booked rental period are not more than 24 hours apart. A change of reservation must be made by activating the "Change" button. Should the car park user not use the parking space without having changed his reservation, he shall have no right to a refund of the parking fee.
Should a change of reservation result in a lower-priced parking fee, a pay-out of the difference shall not be possible.
A rebooking is not possible for unregistered customers.
5. A cancellation of an agreement for a parking space is possible free of charge at any time up until 12 hours before the reserved rental period. The cancellation must be made by activating the button "Cancel". Should the car park user not use the parking space without cancelling his reservation, he shall have no right to a refund of the parking fee.
6. With online reservations in the case of the following enquiries per e-mail to parken@koeln-bonn-airport.de processing service fees of 10 € shall be charged:
 - Cancellation and reimbursement of the parking fee (only possible in the case of enquiries up until the start of the reserved entry time).
 - Refund of the parking fee after using a different car park instead of the one originally reserved (only possible with the goodwill of FKB).
 - Refund of the parking fee if entering the car park before the booked rental period or the earliest possible entry time (only possible with the goodwill of FKB).

- Refund of a “double payment” of the parking fee when entering the car park without using the identification medium specified upon reservation (please see B II.1).

Only enquiries sent per e-mail to parken@koeln-bonn-airport.de shall be processed. Refunds in the above mentioned cases shall be made minus processing service fees of 10 €.

B) General terms and conditions for the use of parking facilities by car park users

I. Rental agreement, close-circuit television – responsible data protection office

1. If a rental agreement has not been concluded within the framework of online car park booking in accordance with Section A), a rental agreement for a parking space between FKB and the driver (car park user) shall come into being upon entry into the parking facilities under the following conditions.
2. FKB will process the personal data of the car park users (including the licence plates of all entering vehicles) in compliance with data protection regulations. At the end of the ordering process, the car park user explicitly consents to the processing of the licence plate. If the car park user is not the owner of the vehicle, he also declares that he has been authorised by the owner to issue the declaration of consent under data protection law.
3. Surveillance, observation, safekeeping and provision of insurance cover are not included in the contract. Even if there is FKB staff present in the parking facilities or these are monitored by optical-electronic devices (CCTV), this does not constitute an assumption of custody or liability, in particular not for theft or damage. The responsible office for the video surveillance is, in accordance with the Federal Data Protection Act (BDSG), Flughafen Köln/Bonn GmbH, Heinrich-Steinmann-Str. 12, 51147 Köln, mailto: info.dbs@koeln-bonn-airport.de.

II. Parking fees, rental periods, parking tickets, contractual penalty

1. The rental (parking fee) is determined according to the length of stay in the parking facilities between entering and leaving time of a vehicle (rental period) and in accordance with the price list posted on site, as valid upon the entry of the vehicle. In the case of online reservations, the car park user must use the identification medium used for reservation (credit card or confirmation of reservation with a QR code) at the entrance terminal. If the car park user has used the licence plate number as access medium, the barrier will be raised automatically when the licence plate number is recognised. In any other case, a parking ticket should be taken or a credit card entered at the entrance terminal station.
2. Apart from online reservations, the parking fee shall be paid at the exit terminal when leaving the parking facility with the credit card used upon entry or at the automatic pay stations before leaving the parking facility. If, in special cases, the car park user pays the cashier at the desk, he must receive a receipt for this; the receipt should show the name of the cashier, the amount paid and the date. In the case of online reservations, the specified identification medium must be used at the entrance and exit terminal. If the car park user exceeds the rental period booked, an additional fee in accordance with the current price list shall be charged for the additional period, which shall be paid upon exit. If the debt collection fails and the car park user is responsible for this, he shall reimburse FKB for the costs incurring.

3. Following the payment process, the vehicle should immediately leave the parking facility. If the exit grace period of 10 minutes is exceeded, the parking fee will be recalculated at the exit.
4. The parking ticket or other credentials given to the car park user should be kept safely by the car park user. For FKB, the respective owner of the credential is the authorized user of the vehicle. FKB is authorized, but not obliged, to check this entitlement.
5. If the car park user loses his parking ticket or other credential, he shall pay FKB a contractual penalty of a daily tariff, unless the car park user is not responsible for the loss; further claims for compensation shall remain unaffected. Regardless of a contractual penalty, the car park user shall owe FKB the parking fee for the rental period and compensation for use after the termination of the rental agreement. In the case of long-term parkers, the loss or damage to chip cards shall be charged with 15 EUR per chip.

III. Conditions of use

1. The car park user is entitled to park his passenger car – without a trailer – (“vehicles”) in the parking facility. Motorbikes may only be parked if this is explicitly allowed by way of an appropriate sign. A prerequisite for parking permission is always that the parked vehicle has third-party liability insurance, an official licence plate (§ 29 StVZO – German Traffic Regulations), and has a valid inspection plate (e.g. TÜV [German Technical Inspection Agency]).
2. Vehicles may only be parked within the marked parking spaces – one vehicle per parking space. If there are staff members guiding the traffic, the car park user must park in the parking space allocated. If the parking spaces are reserved for car park users with special authorization (e.g. long-term parkers, people with disabilities, women), the car park user must prove this upon request.
3. Within the parking facility any vehicle may only drive at walking pace (maximal speed).
4. In the parking facility, the following is not permitted:
 - Storage of fuel, lubricants, motor oil, radiator antifreeze, brake fluid and combustible materials or empty canisters for any of those materials
 - Unnecessary running of engines,
 - Parking of vehicles with a leaking tank or motor or in an otherwise non-roadworthy condition,
 - Staying in the parking facility insofar as it does not constitute parking a vehicle, in particular for camping reasons
 - Repair and maintenance of vehicles,
 - Soiling the parking facility, in particular by cleaning the vehicle, draining of cooling water, fuel, lubricants, oil or brake fluid.
5. The car park user must also follow the other conditions of use, as set out under C), and follow the instructions of the FKB staff, as well as the traffic and information signals in situ. The provisions of the road traffic regulations apply at all times.

IV. Liability of FKB, retention, limitation periods

1. During the rental period, FKB shall be liable for damages verifiable as a negligent infringement of obligations caused by FKB, their employees or agents. FKB shall therefore not be liable for losses caused by natural phenomena, other car park users or other third parties and, in particular, on account of theft or damage to the vehicle. FKB shall only be liable for breaches of duty in the case of culpable intent or gross negligence, unless agreed otherwise in the following.
In the case of slight negligence, FKB shall only be liable if there is a violation of crucial contractual obligations, which are an indispensable prerequisite for the proper performance of the contract and on the compliance with which the car park user relies or may rely. If FKB violates a crucial contractual obligation with slight negligence, the car park user will have to bear 25 % of the damage, but not

more than 300 EUR (retention). The compensation shall be limited to the foreseeable damage upon the conclusion of the contract.

2. The aforementioned exclusions of liability shall not apply insofar as liability has been excluded or limited by agreement as regards loss of life, personal injury or health damages attributable to an intentional or gross negligent breach of duty on the part of FKB or to an intentional grossly negligent breach of duty on the part of a legal representative or vicarious agent of FKB.
3. The car park user is obliged to notify FKB staff responsible for the parking facility - if necessary to be contacted by using the emergency facilities - of any apparent damage prior to leaving the parking facility, and to provide the staff with an opportunity to inspect the vehicle. Should this in exceptional cases not be possible or unacceptable for the car park user, notification must be effected in writing to FKB not later than 14 days after the damage occurrence at the address shown in No. I.2. (limitation periods). In the event of non-apparent damage, notification must be effected in writing within 14 days of discovering the damage (limitation periods). Should a car park user fail to comply with his duty to notify in accordance with the above paragraphs, all and any claims of the car park user for damages shall be excluded, unless the car park user is not responsible for the failure. Such exclusion of liability will not be effective if the car park user suffered personal injury, or FKB caused the loss/damage by gross negligence or with malicious intent.
4. The provisions of paragraphs 1 and 2 shall apply whether or not the liability of FKB is based on the rental agreement or any other legal ground.
5. FKB does not participate in any consumer dispute resolution proceedings.

V. Liability of the car park user

The car park user shall be liable for any culpable damage caused to FKB or third parties by himself, his employees or people accompanying him. Moreover, he shall be liable for any culpable fouling of the parking facility.

VI. Right of retention, statutory lien

FKB shall have the right of retention as to receivables arising from the rental agreement and to a statutory lien on the parked car. If the car park user is in default of payment vis-à-vis FKB, a debt recovery action can be initiated by FKB at the earliest two weeks after a prior warning.

VII. Term of contract, termination, vacating

1. The contract ends when the vehicle leaves the parking facility, at the latest six weeks after entry to the parking facility, unless the agreement is terminated without notice, or unless otherwise expressly agreed.
2. Either party to the contract shall be entitled to terminate the contract for cause without notice. An important reason for FKB is, in particular, if the car park user repeatedly or continually violates the Conditions of use as set out under paragraph III, unless the car park user is not responsible for the violation.
3. The car park user is obliged to remove the parked vehicle from the parking facility immediately upon the end of the contract and to settle non-paid parking charges. If a car park user does not fulfil his obligation to vacate the parking space, FKB shall, after prior written notice within an appropriate period and a warning of evacuation, be entitled to remove the car park user's vehicle from the parking

facility. The car park user shall bear the costs for the evacuation, storage, recovery and disposal, unless the car park user is not responsible for the non-vacating of the vehicle.

4. In the case of any breach of the Conditions of use pursuant to paragraph III or any other impairment of property, FKB shall be entitled to have the vehicle towed away at the expense of the car park user, provided that between parking of the vehicle and instructing the towage enterprise more than eight hours have elapsed. Moreover, in a case of urgent danger, FKB shall be entitled to remove any vehicle from the parking facility.

VIII. Place of fulfilment, agreement on jurisdiction, applicable law

1. The place of fulfilment is Cologne.
2. The law of the Federal Republic of Germany shall exclusively apply for the contractual relationship between FKB and the car park user.
3. The place of jurisdiction shall be Cologne, insofar as the car park user is a merchant, a legal entity under public law or special federal funding. FKB shall also be entitled to take legal action against the car park user at his general place of jurisdiction.

C) Miscellaneous conditions of use

The Conditions of use as set out in B) III. 3 shall apply for all users of the parking facilities. Moreover, in the parking facilities the following is not permitted:

- Walking on the traffic lanes – also at the entrance and exit –, unless there are no walkways or verges;
- Smoking or the use of fire of any sort;
- Use of bicycles, bicycles with an auxiliary combustion engine, inline skates, skate boards or other means of transport or devices or the parking of the same in the parking facility.
- Distribution of advertising material.