

## General Terms and Conditions Status 09/2020

### A) General terms and conditions for online booking

#### Online parking space booking. Parking space reservation, booking confirmation, rebooking

1. The provision of the online booking system does not constitute a legally binding offer by Flughafen Köln/Bonn GmbH ("FKB"), but merely a non-binding invitation to the customer ("Renter") to submit an offer to conclude a reservation agreement ("Reservation Agreement") or parking space rental agreement ("Rental Agreement") in accordance with the following General Terms and Conditions.
2. By clicking the "Binding booking" button the Renter makes a binding offer to conclude a reservation or parking space rental agreement. Any commercial rental/reservation of parking spaces for third parties or their subletting requires the express consent of FKB.
3. The rent ("parking fee") and the reservation fee shown in the booking mask are due for payment in advance, immediately upon submission of the offer by EC card or credit card (Master Card, VISA or American Express). The payment medium (EC card or credit card) must be valid at least until the end of the rental period specified in the booking confirmation ("rental period"). Otherwise, a service flat rate will be charged in case of cancellation (see Point 5 below). Acceptance of the Renter's offer is effected by a confirmation from FKB immediately after submission of the offer and payment of the parking fee (booking confirmation). The conclusion of the reservation or parking space rental agreement is subject to the condition precedent of receipt of payment of the parking fee in FKB's account. If the collection of the parking fee fails, a reservation or parking space rental contract is not concluded. If the Renter is responsible for the failure to collect the claim, he/she must reimburse FKB for the additional costs incurred, including a processing fee of €10.00 (gross). Upon conclusion of the reservation or parking space rental agreement, FKB is obliged to provide the Renter with a parking space in the parking facility for the rental period in accordance with the booking confirmation against payment of the parking fee stated in the booking confirmation. There is no entitlement to a specific parking space in the parking facility according to the reservation agreement. If parking is not possible in the agreed parking facility (e.g. due to construction work), FKB will provide the Renter with a parking space in a comparable parking facility. If the parking facility specified in the booking confirmation is not entered within the reservation period, the reservation is considered to have been cancelled. In this case, the reservation expires and FKB is entitled to allocate the parking space elsewhere.
4. A free rebooking is only possible once and under the following conditions: (1) the customer is already registered in the online booking system, (2) the rebooking is made at least 12 hours before the start of the booked rental period and (3) there is no more than 24 hours between the beginning of the previous and the new booked rental period. The rebooking must be made in the online booking system by clicking on the "Change" button. If the Renter does not use the parking space without having rebooked, he/she is not entitled to a refund of the parking fee. If the rebooking results in a more favourable parking fee, it is not possible to refund the difference. The reservation fee will not be refunded in case of rebooking.
5. It is possible to cancel the parking space rental agreement at any time up to 12 hours before the start of the booked rental period. The agreement must be cancelled in the online booking system by pressing the "Cancellation" button. The payment medium used for the booking (EC card or credit card) will be used to credit the parking fee in case of cancellation. If the details for the payment medium used by the Renter for the booking have changed since the booking (e.g.

change of credit card validity date, change of account number, etc.), a cancellation via the online booking system and the refund of the parking fee by automatic crediting via the payment medium is no longer possible. In this case the Renter must contact us by email at [parken@koeln-bonn-airport.de](mailto:parken@koeln-bonn-airport.de). In this case, FKB will charge a service fee of €10.00 (gross) for the increased effort in processing the cancellation. The reservation fee is not refundable in case of cancellation.

6. A refund of the reservation fee is always excluded, especially if the Renter does not use the parking space or does not enter the parking facility within the stated reservation/rental period.

7. For online bookings, a service fee of €10.00 (gross) will be charged for the processing of the following inquiries by email [toparken@koeln-bonn-airport.de](mailto:toparken@koeln-bonn-airport.de):

- Cancellation and refund of the reservation fee (only possible for requests made before the start of the booked entry time)
- Refund of the reservation fee after using a parking garage other than the one originally reserved
- Refund of the reservation fee in case of entry before the booked rental period or earliest possible entry time
- Reimbursement of a "double payment" of the reservation fee on entry without using the identification medium specified at the time of reservation (see below Point B II.1).

## **B) General terms and conditions for tenants**

### **I. Rental agreement video surveillance responsible data protection authority**

1. If a rental agreement has not already been concluded within the framework of an online parking space booking in accordance with letter A), a rental agreement for a parking space is concluded between the FKB and the driver (lessee) upon entering the parking facility under the following conditions.

2. The FKB processes the personal data of the lessees (including the registration numbers of all vehicles entering the premises) in compliance with the data protection regulations. At the end of the ordering process, the lessee expressly consents to the processing of the license plate number. If the renter is not the owner of the vehicle, he/she also declares that he/she has been authorised by the owner to give the declaration of consent in accordance with data protection law.

3. Guarding, surveillance, safekeeping and the granting of insurance cover are not subject matter of the contract. Even if FKB staff is present in the parking facility or if it is observed with optical electronic equipment (video surveillance), this does not imply any assumption of care or liability, especially not for theft or damage. For video surveillance, the responsible body within the meaning of the BDSG Flughafen Köln/Bonn GmbH, Heinrich-Steinmann-Str. 12, 51147 Köln, [mailto: info.dbs@koeln-bonn-airport.de](mailto:info.dbs@koeln-bonn-airport.de)

## II. Parking fees Rental period Parking ticket Contractual penalty

1. The rental fee (parking fee) is determined by the length of time a vehicle remains in or out of the parking facility (rental period) and by the price list valid at the time the vehicle enters the facility, which is posted on site. In the case of online reservation, the lessee must use the identification medium (credit card or reservation confirmation with QR code) provided at the entry terminal upon entry. If the renter has chosen the official license plate number as the access medium when making the reservation, the barrier opens automatically after the license plate number has been recognized. In all other cases, a parking ticket must be drawn or the credit card must be inserted into the entry terminal.
2. With the exception of online reservations, the parking fee is payable at the exit terminal with the credit card used for entry or at the pay machine before removing the vehicle from the parking facility. If, in special cases, the hirer pays the cashier's staff, he/she must obtain a receipt; the name of the cashier, the amount paid and the date must be noted on the receipt. In the case of online reservations, the specified identification medium at the entry or exit terminal must be used at the entry and exit. If the renter exceeds the rental period booked online, an additional fee according to the current tariff list will be charged for the additional rental period, which must be paid upon departure. If the collection of the claim fails and if the lessee is responsible for this, he/she must reimburse the FKB for the additional costs incurred.
3. After the payment process, you must leave the parking facility immediately. If the exit waiting time of 10 minutes after payment is exceeded, the parking fee is recalculated until the exit.
4. The parking ticket or other proof of entitlement (e.g. ticket) handed over to the renter must be kept carefully by the renter. For the FKB, the respective owner of the authorisation certificate is considered to be authorised to use the vehicle in question. The FKB is entitled but not obliged to verify this entitlement.
5. If the lessee loses his parking ticket or other proof of entitlement, the lessee must pay a contractual penalty to FKB in the amount of one daily fee, unless the lessee is not responsible for the loss; further claims for damages remain unaffected by this. Irrespective of a contractual penalty, the Lessee shall owe the parking fee for the rental period and compensation for use for the period after the termination of the rental agreement. For long-term parkers, EUR 15,- per piece will be charged for loss or damage of chip cards.

## III. Terms of use

1. The Lessee is entitled to park passenger cars without trailers ("Vehicles") in the parking facility. Motorcycles may only be parked if this is expressly permitted by an appropriate sign. The prerequisite for parking authorisation is always that the parked vehicle has liability insurance, a registration number (§ 29 StVZO) and a valid official inspection sticker (e.g. TÜV).
2. Vehicles may only be parked within the marked parking spaces and only one vehicle per parking space. If instruction personnel is available, the tenant must park in the space assigned to him. If parking spaces are reserved for tenants with special authorisation (e.g. long-term parkers, disabled persons, women), the tenant must provide proof of this on request.

3. Within the parking facility, the vehicle may be moved at a maximum walking speed.
4. It is not permitted to park in the parking facility: G the storage of operating materials and inflammable objects as well as empty operating material containers, G the unnecessary running of engines, G the parking of vehicles with a leaking tank or engine or otherwise in a state of traffic insecurity, G the stay in the parking facility, insofar as it is not exclusively in connection with the parking of a vehicle, in particular camping, G the repair or maintenance of vehicles, G the contamination of the parking facility, in particular by cleaning the vehicle, draining cooling water, operating material or oil
5. In addition, the lessee must follow the other terms of use according to lit. C) and the instructions of the FKB staff and observe the traffic signs and information signs on site. In all other respects the provisions of the Road Traffic Regulations shall apply accordingly.

#### **IV. Liability of the FKB, deductible, preclusion periods, consumer dispute participation**

1. During the term of the rental agreement, FKB is liable for damages that are demonstrably caused by breaches of duty by itself, its employees or agents. Accordingly, FKB is not liable for damages that are solely the responsibility of natural events, other tenants or other third parties and in particular as a result of theft or damage to the vehicle. FKB is only liable for breaches of duty in the case of intent or gross negligence, unless otherwise specified below. In case of slight negligence, FKB is only liable if there is a breach of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the fulfilment of which the lessee relies and may rely. If the FKB breaches an essential contractual obligation through simple negligence, the Lessee has to share in the damage with a share of 25%, but not exceeding an amount of EUR 300.00 (deductible). The compensation for damages is also limited to the damage foreseeable at the time of the conclusion of the contract.
2. The above exclusions of liability do not apply if an exclusion or limitation of liability for damages resulting from injury to life, body or health has been agreed upon, which are based on an intentional or negligent breach of duty by FKB or an intentional or negligent breach of duty by the legal representative or vicarious agent of FKB.
3. The lessee is obliged to report obvious damage to the FKB staff responsible for the parking facility and, if necessary, to contact them via the emergency call before leaving the parking facility and to give them the opportunity to inspect the vehicle. If this is not possible or not reasonable for the lessee, the notification must be made in writing to the FKB at the address stated in section I.2. no later than 14 days after the event of damage. In the case of non-obvious damage, notification must be made in writing within 14 days of the damage being discovered (cut-off periods). If the hirer breaches his duty of disclosure in accordance with the above sentences, all claims for damages by the hirer are excluded, unless the hirer is not responsible for the breach. This exclusion of liability does not apply if the lessee has suffered personal injury or if FKB has caused the damage through gross negligence or intent.
4. The above clauses 1 and 2 apply regardless of whether the liability of the FKB is based on the rental agreement or on any other legal grounds.
5. The FKB does not take part in any consumer dispute settlement proceedings.

#### **V. Liability of the lessee**

The lessee is liable for all damages culpably caused by himself/herself, his/her employees, his/her representatives or his/her accompanying persons to the FKB or third parties. Furthermore, he is liable for culpably caused contamination of the parking facility.

#### **VI. Right of retention, statutory lien**

The FKB is entitled to a right of retention and a legal lien on the hired vehicle of the hirer due to its claims arising from the rental agreement. If the lessee is in arrears with the settlement of the claims of FKB, FKB may realise the pledge at the earliest two weeks after the lessee has threatened to do so.

#### **VII. Term of contract, termination, eviction**

1. The contract ends when the vehicle leaves the parking facility, but no later than 6 weeks after entering the parking facility, unless the contract is terminated without notice or something else is expressly agreed upon.
2. Each party is entitled to terminate the contract without notice for good cause. Good cause for FKB is given in particular if the Lessee, despite a warning, again or continues to violate the terms of use according to Section III, unless the Lessee is not responsible for the violation.
3. The lessee is obliged to remove the parked vehicle from the parking facility immediately after the end of the contract and to pay unpaid parking fees. If the Lessee does not comply with his or her obligation to vacate the premises, FKB is entitled, after prior written request, to remove the Lessee's vehicle from the parking facility, setting a reasonable deadline and threatening to vacate the premises. The lessee shall bear the costs of evacuation, storage, utilization and disposal, unless the lessee is not responsible for the failure to evacuate.
4. In case of violation of the terms of use according to section III. or other disturbances of possession, FKB is entitled to have the vehicle towed away at the expense of the Lessee, provided that more than eight hours have passed between the time the vehicle was parked and the assignment of the towing company. Furthermore, FKB is entitled to remove the vehicle from the parking facility in case of urgent danger.

#### **VIII. Place of performance, agreement on jurisdiction, applicable law**

1. The place of performance is Cologne.
2. For the contractual relationship that is established between FKB and the lessee, the law of the Federal Republic of Germany applies exclusively.
3. The place of jurisdiction is Cologne if the lessee is a merchant, a legal entity under public law or a special fund under public law. FKB is also entitled to sue the lessee at his general place of jurisdiction.

### **C) Other conditions of use**

For all users of the parking facility the terms of use according to lit. B) apply Point III. 3 - 5 In addition, it is not permitted to park in the parking facility:

G walking on the roads including the entrances and exits, unless there are no pavements or hard shoulders; G smoking and the use of fire; G riding bicycles, mopeds, inline skates, skateboards and other vehicles or equipment and parking them in the parking facility; G distributing advertising material.