

GENERAL TERMS AND CONDITIONS FOR THE USE OF THIS PARKING FACILITY



By using this parking facility, the driver establishes a contract with Smart Parking Germany GmbH (hereafter called “Smart Parking”) with the following conditions:

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| <ol style="list-style-type: none">1. Use of the facility is limited to parking vehicles which are insured for liability, identified with an official number plate (§23 StVZO German Road Traffic Licensing Act) and equipped with a valid official inspection badge (e.g. TÜV).2. The object of this contract is not the security and custody of the parked vehicles or the provision of other custodial obligations.3. The contract becomes valid when the vehicle enters the parking facility and ends when it exits. The parking duration is recorded by way of registering the number plate of the vehicle when it enters and exits. For details on number plate recognition for the purpose of determining the usage duration, we refer to the separate privacy statement. Number plate recognition does not constitute any other contractual obligations.4. The provisions of the German Road Traffic Act (StVO) apply.5. DRIVER'S OBLIGATIONS
The driver undertakes:<ol style="list-style-type: none">I. not to exceed the valid maximum parking duration specified on signs posted in the parking facility, including any additional parking time they have purchased, and/orII. to park the vehicle only within the opening hours posted for the parking facility, unless the driver is not responsible for the violation, and/orIII. not to leave the vehicle in the parking facility overnight unless the driver is not responsible for the violation.6. CONTRACTUAL PENALTIES<ol style="list-style-type: none">I. The driver owes Smart Parking a contractual penalty in the amount of 40.00 € if they exceed the maximum parking duration including any additional parking time they have purchased unless they are not responsible for the violation.II. The driver owes Smart Parking a contractual penalty in the amount of 40.00 € if they park their vehicle in the parking facility outside of the posted opening hours unless they are authorised to do so by other agreements or they are not responsible for the violation. | <ol style="list-style-type: none">III. If the driver leaves the vehicle in the parking facility overnight, a contractual penalty in the amount of 40.00 € is applied for each partial day following the first day of a parking violation, until the violation ends.IV. If after one week the same driver commits one or several violations of the obligations named under No. 5. of these general terms and conditions at this parking facility, the penalty applicable to each violation according to No. 6 of these general terms and conditions increases by 10.00 €7. In the event of a violation of one or several obligations according to No. 5 of these general terms and conditions, Smart Parking is entitled to have the owner of the vehicle identified by a service provider and to charge an additional 8.00€ including a processing fee.8. LIABILITY
For the duration of this contract, Smart Parking is only liable for damages demonstrably caused by Smart Parking, their employees or contractors. Hence, Smart Parking is not liable for damages occurring solely due to natural events, other drivers or third parties, and in particular due to theft or damage to the vehicle. Smart Parking is liable for violations of obligations only in cases of intent or gross negligence, unless agreed otherwise. In cases of simple negligence, Smart Parking is only liable for injury to life, limb or health (bodily injury) or violations of essential contractual obligations which are essential for the proper fulfilment of the contract and whose fulfilment the driver expects and can reasonably expect.9. REPORTING DAMAGE
The driver is obligated to report obvious damage to Smart Parking within 14 days in writing or per e-mail. If the driver violates this reporting obligation, all claims for damages by the driver against Smart Parking are excluded, unless the driver is not responsible for the violation.
This exclusion of liability does not apply if the driver suffers bodily injury, or if Smart Parking caused the damage intentionally or due to gross negligence.10. OTHER PROVISIONS
The provisions above apply regardless of whether Smart Parking is liable based on this contract or on another legal reason. |
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