

Contractual terms

A. General conditions for online bookings

§ 1 Booking a parking space/concluding the agreement

1. The availability of the online booking system does not represent a legally binding quotation from Dresden Airport (Landlord), but is simply a non-binding request for the customer (Tenant) to submit a quotation to conclude a rental agreement for a car parking space according to the following General Terms and Conditions of Business.

2. Once the "Book and assume costs" button has been activated, the Tenant submits a binding quotation to conclude a car parking rental agreement for the tariff specified on the booking screen.

3. This quotation has been accepted when the Landlord confirms it and this takes place immediately after the quotation has been submitted (confirmation of booking).

§ 2 Subject matter of the agreement, description of services, parking time

1. The Landlord shall provide the following opportunities for booking a car parking space on the Internet. The maximum and minimum parking times specified below shall apply in the relevant tariff zones:

- Classic parking: The Classic parking area is located in the multi-storey car park and is distributed over all four parking levels. The Tenant may choose to park anywhere among the vacant parking spaces in the Classic parking area.
- Low-Cost parking: The low-cost area is located on level 4 of the multi-storey car park. These parking spaces can only be booked on the Internet.
- Super Low-Cost parking: The parking spaces in this tariff zone are located at the P4A car park. As the car park is not covered, particularly reasonable tariffs apply here.
- Special parking: In addition to the opportunity of standard parking, the Tenant also has the possibility of renting a parking space in the Classic area by making an early online booking at a lower tariff in the complete Classic area in the multi-storey car park.

The maximum parking period in the Classic and Special tariff zones is one month, starting on the day when the vehicle is parked. The maximum period for the Low-Cost and Super Low-Cost tariff zones is 21 days, starting on the day when the vehicle is parked. Once the maximum parking period has expired, the Landlord shall be entitled to remove the vehicle at the Tenant's expense. The Landlord shall also be entitled to charge a fee in line with the rental price list until the vehicle is removed.

The minimum parking period for the Low-Cost and Super Low-Cost tariff zones is 7 days, while the minimum parking period for the Special tariff zone is 3 days. If the Tenant wishes to park for a shorter time, this is possible, but the price for the minimum parking period must be paid.

2. Once the agreement has been concluded, the Tenant acquires the right to park his or her vehicle at the public spaces at Dresden Airport managed by the Landlord on one occasion (multi-storey car park or P4A car park) for the period agreed in the booking.

The Landlord shall make available to the Tenant a parking space for use in the booked tariff zone for the parking period specified in the confirmation of booking (rental period) in return for payment of the rent specified in the confirmation of booking.

If the Tenant does not remove his or her vehicle from the parking facility on expiry of the contractual rental period, he or she shall be liable to pay compensation for use amounting to the current tariff until the vehicle has been removed. The compensation for use shall be due for payment before the vehicle is removed.

Surveillance, monitoring, safekeeping and granting insurance protection shall not form any part of the agreement. Even if airport personnel are present in the parking facility or it is monitored using optical/electronic equipment (video monitoring), this is not associated with any responsibility for custody or liability, particularly not for theft or damage. The responsible body for video monitoring in the sense of the German Data Protection Act is Flughafen Dresden GmbH, Flughafenstrasse, 01109 Dresden.

3. No claim to any particular parking space exists within the tariff zone that is agreed on the reservation.

4. The Tenant **must exclusively park** his or her vehicle **in the tariff zone specified on the confirmation of the booking/invoice.**

§ 3 Prices/payment

1. The services and prices confirmed on the booking shall apply.

The prices, which are indicated on the booking, shall only be valid if the space is booked in advance via the car park booking system at Dresden Airport and they shall exclusively apply to the period that is booked. The prices automatically include the relevant rate of value-added tax.

2. The parking fee shall be immediately due for payment after the rental agreement has been concluded. Any refund of the parking fee if the Tenant does not use the rented parking space shall only be possible in line with the relevant statutory provisions; otherwise this is excluded.

3. As far as the online booking system is concerned, the parking fee must be paid immediately after the booking has been made using a credit card accepted by the airport (VISA, Mastercard) or PayPal.

4. As long as the parking fee has not been fully paid, the Landlord shall be entitled to withhold all the services that it must provide according to this agreement.

5. In the case of any booking in the Classic or Super Low-Cost tariffs, the Landlord shall charge an Internet reservation fee. The relevant amount will be indicated to the Tenant within the booking procedure before the booking is confirmed.

6. The following shall apply to any bookings in the Low-Cost tariff:

The Low-Cost tariff that has been booked shall only apply if the vehicle is actually and exclusively parked at the parking areas designated for low-cost parking.

If the booked period is exceeded, the prices in the Classic tariff zone shall apply.

7. If the reserved parking period is exceeded, the appropriate tariff at the entrance barrier must be paid for the relevant product locally at the cash machine, in line with the table of published prices.

§ 4 Cancellation

The Tenant may cancel the rental agreement prior to the agreed start of the rental period in line with the following conditions.

Cancellation may only take place on the Internet in the Tenant's login area using the "My reservations" menu item. The validity of the cancellation shall depend on the time when the Landlord receives the declaration of withdrawal. Conditions for cancellation:

- Up to 48 hours before the start of the rental period: no fee (with the possible exception of the booking fee)
- 48 hours or less before the start of the rental period: 100% of the rental fee

Please note: If the booking involves the Classic or Super Low-Cost tariffs, the Landlord shall charge an Internet reservation fee (booking fee). The Landlord shall retain this if the booking is cancelled and it shall not be refunded.

§ 5 Failure to make use of the service

No refund of the parking fee shall be possible if the Tenant has parked his or her vehicle in a lower category than was booked.

§ 6 Data protection

1. We process your personal data if this is necessary for us to provide our services. We would point out here that data is collected and stored (e.g. IP address) if the bookings are made via the online platform. This primarily serves to provide evidence that the agreement has been concluded and the service is being used. However, it also helps to ward off any attempts at fraud.

2. You will find more information about data protection in the sense of Article 13 of the General Data Protection Regulation in our data protection guidelines, which you will find [here](#).

3. The following shall also apply:

If the Tenant has allowed it during registration, the Landlord shall be entitled to process and use personal data for its own advertising measures (via e-mail, newsletter etc.).

§ 7 Instructions about cancellation for consumers in the sense of Section 13 of the German Civil Code

1. Right of withdrawal

As a consumer, you have the right to cancel this agreement within 14 days without specifying any reasons for doing so.

The cancellation deadline is 14 days after the day on which the agreement was concluded.

In order to exercise your right of cancellation, you must inform us (Flughafen Dresden, Flughafenstrasse, 01109 Dresden; e-mail: service-parken@dresden-airport.de; fax: 0351 881 3605) about your decision to cancel this agreement by means of a clear statement (e.g. a letter sent by post, a fax or an e-mail). You may use the attached sample cancellation form, but this is not absolutely essential.

In order to meet the cancellation deadline, it is sufficient to send your message about exercising your right of cancellation before the cancellation deadline expires.

2. Consequences of any cancellation

If you cancel this agreement, we have to immediately refund all the payments that we have received from you, at the latest within fourteen days from the day on which we received the message about your cancellation of this agreement. We shall use the same means of payment for this refund, which you used for the original transaction, unless something different has been explicitly agreed with you; no charges shall be incurred for you through this refund.

B. Parking conditions for tenants

§ 1 Driving in, driving out

In order to drive in, please hold the QR code sent on your invoice (using a printed copy on paper or your mobile phone) up against the QR code scanner at the entrance barrier. Provided that you drive in within the period of time that you have booked, the scanner will recognise your booking and the entrance barrier will open. You can now drive in without having to take a parking ticket. Use the same procedure to drive out.

§ 2 Conditions of use

1. The vehicle must be parked properly within the marked lines. The vehicles must be parked on the marked parking spaces in such a way that it is possible for people to get in and out of vehicles without any problems on the parking spaces on either side. If these rules are contravened, the Landlord shall have the right to have any improperly parked vehicles moved or removed at the cost and risk of the Tenant.

2. Only cars registered for road traffic may be parked. It is not permissible to drive in or use the parking spaces with any vehicles not registered for road traffic, cars with trailers, other vehicles or motorcycles, bicycles, scooters, inline skates, skateboards etc. Vehicles in the multi-storey car park may not be more than 2 m high or more than 5.10 m long.
3. When driving in and out, the Tenant must adopt the necessary care and attention required for road traffic, even if the Landlord's employees are there to help with instructions.
4. The parked vehicle must be properly locked and secured in the normal way.
5. The road signs displayed in the parking facility must be followed. The vehicle may not be moved at a speed of more than 10 km/h within the parking facility. In other respects, the provisions in the German Highway Code shall apply.
6. It is forbidden to repair or clean vehicles at the parking spaces, roadways or ramps or fill them or remove cooling water, operating materials or oil or cause any contamination.

§ 3 Removing the vehicle

The Landlord may have the Tenant's vehicle towed out of the car park at the Tenant's cost if

- a. the set maximum parking period has been exceeded in line with Section 2 of the "General Conditions for Online Bookings",
- b. the parked vehicle endangers the operations of the parking facility, e.g. because liquids are leaking from it,
- c. the vehicle is not officially registered or has been taken off the road during the parking period,
- d. the vehicle has not been parked properly within the marked parking spaces in line with B paragraph 3.3 and obstruction is being caused to other guests/tenants as a result of this.

If any operational needs require it, the Landlord may relocate the vehicle at its own expense.

§ 4 Liability

The Landlord shall be liable for any damage, if it can be proven that the Landlord, its legal representative or its agents caused it through gross negligence or deliberate intent and the claim is registered immediately. The Landlord shall also be liable for any damage arising from loss of life, bodily injuries or damage to health caused by negligence. The liability shall only apply to the vehicle itself and not to the contents of the vehicle. The Landlord shall not be liable for any damage that has been caused by third parties.

§ 5 Other clauses

The rules governing the use of the airport and the fee structure at Dresden Airport shall form part of this agreement.

The platform for settling disputes online:

The European Commission makes available a platform for setting disputes out of court. This gives consumers the possibility of initially clarifying any disputes that arise in connection with online purchases or online service contracts without having to take the matter to court.

The platform for settling disputes can be found at this external link:

<https://webgate.ec.europa.eu/odr/>

We would point out that we will not participate in any alternative procedures to settle disputes.

§ 6 Applicable law – agreement on the place of jurisdiction - translations

1. The provisions in German law shall apply to this agreement.
2. If the Tenant is a business person, the place of jurisdiction for all legal disputes, regardless of their legal grounds, is agreed to be the Landlord's headquarters, unless a different place of jurisdiction is prescribed by the law.
3. If the conditions of this agreement have been translated, the German version alone shall be legally binding.
4. If individual provisions in these General Terms and Conditions of Business are or become unenforceable or invalid, the remaining provisions shall still remain in force.

**Cancellation form according to Annex 2 of Article 246a Section 1 Paragraph 2 Sentence 1 Number 1
of the Introductory Act to the Civil Code**

If you wish to cancel the agreement, please complete this form and return it to:

Flughafen Dresden GmbH
Flughafenstrasse
01109 Dresden

E-mail: service-parken@dresden-airport.de
Fax: 0351 881 3605

I/we (*) hereby cancel the agreement signed by me/us (*) via the online car park booking system at
Dresden Airport.

Name of the consumer(s):

Address of the consumer(s):

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E-mail:

Booked on:

Reservation number:

Booking period: From until

Date:

Signature of the customer(s):

(*) Please delete what does not apply.