

General terms and conditions for the use of car parks P1/P2/P4/P5 and parking areas P3/P6/P7 (online booking)

www.dortmund-airport.com | Flughafen Dortmund GmbH

§1 Scope, customer information: Language of the contract

The following terms and conditions govern the contractual relationship between Flughafen Dortmund GmbH, Flugplatz 21, 44319 Dortmund (Lessor) and the consumers and companies (Lessee), who rent a parking space from us for their personal vehicle (PV) or for their motorcycle using our website <https://parking.dortmund-airport.com>. Any terms and conditions that are contrary to or deviate from our terms and conditions are not recognised by us.

§2 Subject of the contract

(1) The Lessor will provide the Lessee a parking space for a personal vehicle (PV) or a motorcycle against payment. The booking is done via the Lessor's website <https://parking.dortmund-airport.com>.

(2) Any deviation in utilisation of the leased object by the Lessee requires the prior consent of the Lessor.

(3) No claim exists to a particular parking space within the booked car park or parking area.

(4) Monitoring and safekeeping of the stored vehicle are not covered by this contract. Use of the parking facility is at your own risk. The Lessor assumes not custodial duties.

§3 Conclusion of the contract

(1) The offer on the website of the Lessor represents a non-binding offer to book a parking space in the car park or parking area and to conclude the lease of a parking space.

(2) After entering the required data and clicking on the "Book and pay", a binding offer to conclude a leasing agreement is submitted. The receipt of the order will be acknowledged by email with an order acknowledgement. The order acknowledgement does not yet represent the acceptance of the offer.

(3) The Lessor is entitled to accept the offer within 3 working days by sending an order confirmation by email. After fruitless expiry of the deadline referred to in sentence 1, the offer is deemed to be declined.

§4 Customer information: Storage of your order data & correction notice

(1) The order with details on the concluded contract (e.g. type of product, price, etc.) will be stored by the Lessor. The Lessee has access to current as well as past bookings via the internet. The general terms and conditions will be sent to the Lessee by email but may also be downloaded at any time from the website. If the Lessee would like to ensure the product description for their own purposes, the Lessee may at the time of the order take a screenshot, for example, or alternatively may print the entire page.

(2) The inputs may be corrected at any time prior to submission of the order using the delete button. The ordering process may also be terminated at any time by closing the browser window.

§5 Duration and termination of the contract

(1) The lease begins on the date selected by the Lessee for the period selected during opening hours. The opening hours can be found at www.dortmund-airport.com/parking-at-dortmund-airport.

(2) The extension of the contract in accordance with §545 BGB for the continuation of the lease after termination of the agreed lease period by the Lessee is limited to a maximum period of three months. Should the Lessee not return the leased property after termination of the lease, the Lessor may demand the agreed lease fee as compensation during the duration of the failure to return the leased property.

(3) The parking-space lease contract may be cancelled only on the website <https://parking.dortmund-airport.com> by the Lessee up to 2 hours before the start of the agreed lease period. This does not apply if it is expressly described in the product that it cannot be cancelled. In this case, cancellation is excluded.

(4) Should the maximum parking period be exceeded, the Lessor is entitled to remove the vehicle at the cost of the owner in compliance with the law.

§6 Use of the car park, obligations of the Lessee

(1) The Lessee is entitled per booked parking space to park a personal vehicle without trailer, with a maximum length of 2.00 metres, or a motorcycle, insofar as the vehicle has liability insurance, a valid license plate pursuant to §29 StVZO, and a valid official inspection sticker.

(2) The vehicle may only be parked within the marked parking spaces. The Lessee must park his/her vehicle in such a way that vehicles may enter and exit the neighbouring parking space freely and passengers may enter and exit the vehicle in the neighbouring parking space freely. If the Lessee does not observe this rule, the Lessor is entitled to place the incorrectly parked vehicle in the required position through appropriate measures at the cost of the Lessee.

(3) In addition, the Lessee is also obligated to observe the applicable official regulations, in particular regarding the prohibition of storage of inflammable objects in the parking space and the maintenance of safe access.

(4) The parking space is considered to have been transferred properly insofar as the Lessor is not immediately made aware of any complaints.

(5) The vehicle may only be parked and picked up during the opening hours announced on the posting. The applicable opening hours can be found at www.dortmund-airport.com/parking-at-dortmund-airport.

(6) The Lessor has the right to provide instructions in order to maintain orderly parking operation in the car park; it may exercise this right through the staff it appoints.

(7) The car park and its facilities must be used carefully and properly under avoidance of any damage or contamination. The Lessee must immediately eliminate any contamination caused by him/her.

(8) It is prohibited to make repairs, wash vehicles or clean the inside of vehicles, or release coolant, fuel, or oil in the car park.

(9) It is permitted to stay in the car park only for the purpose of the parking or removal of the vehicle.

§7 Parking fees/payment methods

(1) The services and prices described on the website apply when booking. The prices provided include statutory VAT.

(2) The payment of the fees due is made with a credit card. The payment for a fee that arises due to extension of the parking period must be made on site before leaving the car park.

(3) A flat fee will be charged if the parking ticket is lost. The fee for the loss of the parking ticket with an existing parking-space lease for the car parks P1/P2/P4/P5 is €120.00. The fee for parking areas P3/P6/P7 is €80.00 unless the Lessee can prove that no or a lessor damage has occurred. The fee is due immediately on site with a cash payment, credit-card payment or EC-cash payment.

(4) The timely cancellation (see §5 para. 3 of these GTC) does not generate a fee for the parking-space lease.

§8 Rights of retention and lien

For all claims arising from the lease contract and the use of the car park, the Lessor has statutory rights of retention and lien regarding the parked vehicle and its accessories.

§9 Removal of vehicles

The Lessor may have the vehicle removed from the car park at the expense and risk of the Lessee if

- a) payment of the required fee is refused,
- b) the parked vehicle endangers the operation of the car park through a leaking tank 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 Traffic regulations | police regulations

(1) Public traffic regulations apply for entry and exit as well as movement in the car park unless special traffic regulations are provided for the car park.

(2) Vehicles may travel only at a walking pace in the car park.

(3) The parked vehicle must be locked and secured in compliance with usual traffic regulations.

(4) All applicable regulations and prohibitions on the use of the car park must be observed. The following, among others, are prohibited:

- a) smoking or the use of fire in car parks,
- b) the storage of materials, fuel containers, and inflammable objects,
- c) unnecessary running of engines,
- d) parking of vehicles with leaking tank or carburetor.

§11 Liability

(1) Liability for damages, for whatever legal reason (especially for delay, defects, or other breaches of duty) is limited to contract-typical foreseeable damages.

(2) The above limitations of liability do not apply for liability due to deliberate behaviour or gross negligence, for essential contractual duties or guaranteed characteristics, for injury to life, limb, or health, or liability in connection with the Product Liability Act. Essential contractual duties include in particular the duty to make a parking space accessible to the Lessee. The parking space must also be free of physical and legal defects.

(3) The Lessee is responsible for all damages that are caused due to failure to follow existing rules while using the parking space by the Lessee himself/herself or by others authorised by him/her to use the parking space.

§12 Subletting

The subletting or the gratuitous transfer of a parking space to a third party is not permitted.

§13 Return of the leased property

After termination of the lease, the Lessee must return the parking space completely vacated. The damages caused by the Lessee or his/her agents must be remedied.

§14 Final provisions

(1) Only the provisions of German law under exclusion of the UN Sales Law apply to this contract.

(2) If you had your residence or habitual abode in Germany at the time of the conclusion of this contract and have either moved at the time of the assertion of a claim or your residence at this time is unknown, the jurisdiction for all disputes is the seat of our company in Dortmund.

If you do not have your residence or habitual abode in a European Union member state, then the courts at your location have exclusive jurisdiction for all disputes.

(3) If you have completed your order as a merchant, legal person under public law, or public special entity, our business seat is agreed upon as the exclusive jurisdiction for all claims that arise from this contract.

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