

Contractual Parking Conditions

A General Parking Conditions

§ 1 Parking of the vehicle

1. the regulations of the StVO apply.

The traffic signs and signs installed in the parking facility must be observed. Within the parking facility, the vehicle may be moved at a maximum speed of 10 km/h. 2.

2. only motor vehicles authorised for public traffic may be parked. It is not permitted to enter or use the parking area with cars not registered for road traffic, with cars with trailers, with other motor vehicles, in particular caravans or mobile homes, or with motorbikes, bicycles, scooters, inline skates, skateboards and the like. The vehicle height may not exceed 2.00 m in the multi-storey car park and the maximum vehicle length may not exceed 5.10 m (4.50 m in the multi-storey car park). The maximum vehicle weight permitted in the multi-storey car park is 2.5 t. 3.

3. the vehicle must be parked properly within the marked parking areas. The vehicle must be parked in the marked parking spaces in such a way that unhindered entry and exit from the adjacent parking spaces is possible at all times. In the event of non-compliance, the Hirer shall be entitled to charge the rental price in accordance with the space taken up. 4.

4. The lessee may choose a parking space from among the available unreserved spaces, unless the lessor or the lessor's employees assign a specific parking space to the lessee.

5. it is prohibited to repair or clean vehicles on the parking spaces, roadways or ramps, to fill or drain cooling water, operating materials or oils and to cause pollution.

§ 2 Guarding, duty of care

1. guarding, supervision, custody and the granting of insurance cover are not the subject of the contract. Even if airport personnel are present in the parking facility or it is monitored by optical-electronic equipment (video surveillance), this does not imply any assumption of custody or liability, in particular not for theft or damage. In the case of video surveillance, the responsible body within the meaning of the BDSG is Flughafen Leipzig/Halle GmbH, Terminalring 11, 04435 Flughafen Leipzig/Halle.

§ 3 Removal - Disposal of the vehicle

1. The Lessor may have the vehicle towed away from the parking space at the Lessee's expense, in particular if

- a) the specified maximum parking period or contractual rental period has been exceeded,
- b) the parked vehicle endangers the operation of the car park, e.g. by leaking liquids
- c) the vehicle has not been properly parked within the freely marked parking areas and as a result other guests/tenants are obstructed
- d) the vehicle is not registered with the police or is immobilised during the parking period.

2. the lessor has a right of retention for all claims arising from the rental agreement as well as a legal lien on the parked vehicle and its accessories. 3. in addition, the lessee owes the lessor the right of retention for all claims arising from the rental agreement.
3. in addition, the lessee shall owe compensation for the use of the vehicle in the amount of the applicable rate for the period until the vehicle is removed.

§ 4 Liability

1. the lessor is liable for all damages, as far as they can be proved to have been caused by him, his legal representative or his vicarious agent by gross negligence or intentionally and the claim is reported immediately.
2. the lessor is liable for damages resulting from injury to life, body and health, even in the case of negligence. The liability extends only to the vehicle itself and not the vehicle contents. 3.
3. the lessor is not liable for damage caused by third parties.

B General Terms and Conditions for pitch bookings via the online booking system

§ 1 Booking of parking spaces/conclusion of contract via the online booking system

1. The provision of the online booking system does not constitute a legally binding offer on the part of Flughafen Leipzig/Halle GmbH (lessor), but merely a non-binding invitation to the customer (lessee) to submit an offer to conclude a parking space rental contract in accordance with the following General Terms and Conditions.
2. By clicking the button "Confirm booking subject to payment", the Hirer submits a binding offer to conclude a parking space rental agreement for the parking area specified in the booking screen.
3. Acceptance of this offer shall be effected by means of a confirmation from the Lessor, which shall be issued immediately after submission of the offer (booking confirmation).

§ 2 Subject matter of the contract, parking period

1. The Lessor offers various parking spaces in the Internet parking space booking (depending on availability).
2. The permitted minimum and maximum parking duration of the respective parking spaces can be read in the corresponding product description.
3. Upon conclusion of the contract, the lessee acquires the right to park his vehicle once in the parking area at Leipzig/Halle Airport managed by the lessor and booked in each case for the period of time agreed in the booking (-rental period-) against payment of the rental fee stated in the booking confirmation.
4. There is no entitlement to a specific parking space in the multi-storey car park/on the agreed parking space.
5. the Hirer shall park his vehicle exclusively in the parking space specified in the booking confirmation.

§ 3 Entry

1. To enter, please hold the QR code sent to you on your invoice (by paper printout or mobile phone) up to the QR code scanner at the entry barrier. Provided that you enter within the booked period, the scanner will recognise your booking and the entry barrier will open. You can now drive in without having to take out another parking ticket.

§ 4 Exit

1. To exit the car park, please hold the QR code sent to you on your invoice (by paper printout or mobile phone) up to the QR code scanner at the exit barrier. Provided that you exit within the booked period, the scanner will recognise your booking and the exit barrier will open. You can now drive out.

§ 5 Prices/Payment, Reservation Fee

1. the services and prices confirmed with the booking apply. The prices as displayed when booking are only valid when booked in advance via the Leipzig/Halle Airport car park booking system and apply exclusively for the booked period. The prices include the applicable value-added tax.
2. the parking fee is due immediately upon conclusion of the rental contract and must be paid immediately upon booking using a credit card accepted by the airport (VISA, Mastercard, American Express) or via PayPal.
3. As long as the parking fee has not been paid in full, the Lessor is entitled to withhold all services to be provided by it under this contract.
4. offsetting of the rental fee against a voucher is not possible.
5. if the reserved parking period is exceeded, the respective valid locker tariff according to the notice for the corresponding product is to be paid on site at the pay station.
6. in the case of an online booking, the lessor shall charge an internet reservation fee. This will be shown to the Hirer within the booking process, before the booking is confirmed, in the amount applicable at the time.

§ 6 Additional conditions

1. in addition to this agreement, the general terms and conditions for parking spaces subject to rent (locker tariff) shall apply.

§ 7 Withdrawal

1. The Hirer may withdraw from the rental contract before the agreed start of the rental period. The withdrawal can only be made on the Internet in the Hirer's login area under the item "Cancellation". The effectiveness of the withdrawal depends on the time of receipt of the declaration of withdrawal by the Lessor. Up to 48 hours before the start of the rental period, the Hirer may cancel free of charge; in the event of a later cancellation, the Rental Firm shall be entitled to payment of a cancellation fee in the following amount:

up to 48 hours before the start of the rental period: without charge

from 48 hours before the start of the rental period: 100 % of the rental price

§ 8 Non-utilisation of the service

1. a refund of the parking fee is not possible if the Hirer parks his vehicle in a lower category than he has booked. No refund shall be made in the event of premature termination of the contract. Parking days not used will be forfeited. 2.
2. a refund of the parking fee in the event that the Hirer does not use the rented parking space is only possible in accordance with the applicable statutory provisions and is otherwise excluded

§ 9 Data protection

1. We process your personal data insofar as this is necessary for the provision of our services. We point out that in the case of bookings via the online platform, data (e.g. IP address) is also collected and stored. This primarily serves as proof of the conclusion of the contract as well as the utilisation of the service. However, it also serves to ward off attempts at fraud.
2. For further information on data protection within the meaning of Art. 13 DSGVO, please refer to our Data Protection Policy, which can be found on the homepage of Flughafen Leipzig/Halle GmbH, among other places.
3. the following applies in addition to this:
Provided that the tenant has allowed this when registering, the lessor is entitled to process and use personal data for its own advertising measures (via email, newsletter, etc.).

§ 10 Cancellation policy for consumers in the sense of § 13 BGB (German Civil Code)

1. right of revocation

As a consumer, you have the right to revoke this contract within 14 days without giving any reason. The revocation period is 14 days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you can do so by clicking on the "Withdraw" button in your login area. Alternatively, you must inform us (Flughafen Leipzig/Halle GmbH, Terminalring 11, 04435 Flughafen Leipzig/Halle; e-mail: parkleitzentrale@leipzig-halle-airport.de) of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter or e-mail sent by post). You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient for you to send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

2. Consequences of the revocation

If you withdraw from this contract, we must refund all payments we have received from you immediately and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees because of this repayment.

**Cancellation form in accordance with Annex 2 to Article 246a § 1 (2) sentence 1 number 1
EGBGB (Introductory Act to the German Civil Code)**

If you wish to revoke the contract, please complete this form and return it to:

Flughafen Leipzig/Halle GmbH
Terminal Ring 11
04435 Leipzig/Halle Airport

E-mail: parken.leipzig@halle-leipzig-airport.de

I/we (*) hereby revoke the contract concluded by me/us (*) for online parking space booking at Leipzig/Halle Airport.

Name of the consumer(s):

Address of the consumer(s):

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.....

E-mail:

.....

Booked at:

.....

Reservation number:

Booking period: from to

Date:

Signature of consumer(s):

(*) Delete as applicable.

C General Terms and Conditions for parking spaces subject to rent (barrier tariff)

§ 1 Form of contract

1. the publicly accessible parking spaces are subject to rent. The amount of the rent can be found on the fee board displayed at the car park. Parking spaces booked online may deviate from the barrier tariff.
2. When entering a parking space, the parking ticket must be taken from the entry column and carefully stored. Upon acceptance of the parking ticket and entry into the parking space, a rental agreement for a motor vehicle (vehicle) parking space is concluded. An essential part of the rental agreement is the User Regulations for Parking Spaces and the Airport User Regulations.

§ 2 Rental price and parking period

1. The publicly accessible parking spaces are subject to a charge. The amount of the parking fees can be found in the Fee Regulations, in the barrier tariffs displayed at the car park and documented at the Internet address www.mdf-ag.com. Online postings are also available at this Internet address. Online bookings are also possible at this Internet address. 2.
2. When collecting the vehicle, the rent due must be paid immediately before leaving the parking area.
3. there are different maximum parking periods for the multi-storey car park and the parking spaces, starting on the day of hiring. Short-term parking spaces are located in the immediate vicinity of the terminal and railway station.

§ 3 Collection of the vehicle

1. in the event of loss of the parking ticket, a predefined rental fee will be charged for each parking space.
2. the vehicle will be handed over to the holder of the parking ticket. In the event of loss of the parking ticket, the parking customer must prove his entitlement to collect the vehicle by presenting an official identification document as well as the vehicle documents and, if he is not the owner, by means of a power of attorney.

§ 4 Advertising

1. the lessee or vehicle owner or a third party is not permitted to carry out advertising measures of any kind on the parking spaces that go beyond lettering on the bodywork of the parked vehicle, unless these have been expressly approved in writing by Flughafen Leipzig/Halle GmbH in return for payment. The parking of vehicles with advertising structures is not permitted.

§ 6 Miscellaneous

1. if the lessee is a merchant, the place of jurisdiction for all legal disputes arising from this contract and its execution is agreed to be Leipzig.
2. This contract shall be governed exclusively by German law.
3. should individual provisions of these general terms and conditions be or become wholly or partially unenforceable or invalid, the remaining provisions shall nevertheless remain in force.
4. the lessor requests that all requests and complaints be directed to the following office:

Flughafen Leipzig/Halle GmbH
Terminal Ring 11
04435 Leipzig/Halle Airport
Email: parken.leipzig@halle-leipzig-airport.de

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