

Terms and Conditions of Parking at Messe Düsseldorf GmbH Car Parks

1 RENT AGREEMENT

The Landlord provides the Renter with a parking space for their motorised vehicle ("vehicle") under the following terms and conditions. Acceptance of a car park ticket and entry into the car park constitute a rent agreement. This agreement does not cover supervision, safekeeping or monitoring of the vehicle, and neither does it provide insurance cover. The Renter uses the car park at their own risk. No permission is given for the parking of trailers.

2 RENTAL CHARGE – DURATION OF PARKING

- 2.1 The rental charge shall depend on the occupied parking space as shown on the displayed price list. Any vehicles exceeding a length of 5.0 metres or a height of 2.2 metres do not qualify as cars.
- 2.2 When paying the rental charge by debit or credit card, the Renter irrevocably authorises the Landlord to debit their bank or card account directly for the relevant rental charge. If the relevant debit transaction is not honoured by the bank, the Renter authorises the Landlord to obtain their postal address from the bank. In addition to the banking charges and expenses that are incurred, a handling fee of €15 also becomes payable.
- 2.3 The vehicle can only be collected during the announced opening hours.
- 2.4 The maximum parking period shown on the car park ticket must not be exceeded.
- 2.5 After the expiry of the maximum parking period the Landlord is entitled to remove the vehicle at the Renter's expense. In addition, the Renter is also entitled to the parking charge that is payable until the removal of the vehicle, as specified on the relevant price list.

3 LANDLORD'S LIABILITIES

- 3.1 Subject to this provision, the Landlord is liable for any damage that is within its own responsibility or within the responsibility of its employees or vicarious agents. The Landlord bears no liability for damage caused by the Renter's own conduct or the conduct of a third party.
- 3.2 The Landlord bears no liability for property damage or financial loss caused by slight negligence in the breach of contractual duties where such instances are of no major significance to the fulfilment of the contractual purpose.
- 3.3 The Renter must notify the operator's staff (car park supervisor) of any damage to their vehicle; this must be done immediately before leaving the car park.
- 3.4 This does not apply if such notification is objectively impossible or if it cannot be reasonably expected; this is the case, in particular, if no one is present at the car park supervisor's office. In such a case the Renter must notify the Landlord within fourteen days of leaving the car park in writing (e.g. by surface mail, email or fax). Unless notification is given on time, the Renter is not entitled to any warranty claims or damage compensation claims. If the Renter asserts damage compensation claims towards the Landlord, they must provide proof that the Landlord has culpably violated contractual duties.
- 3.5 Where liability for property damage or financial loss is due to the Landlord's slight negligence, it shall be limited to €100,000.
- 3.6 If liability for property damage or financial loss is due to the Landlord's slight negligence, the Renter shall contribute to the claims settlement by paying €300 in excess.

4 RENTER'S LIABILITIES

The Renter bears liability for any damage or loss within their own responsibility or within the responsibility of their employees or vicarious agents and caused to the Landlord or to a third party. Such liability also covers instances where parking facilities have been contaminated under the Renter's responsibility over and above common use of the car park. This includes any storage of waste within parking facilities or parking space.

5 PLEDGE

The Landlord is entitled to a right of retention and a statutory right of lien in respect of the Renter's parked vehicle for any of its claims arising from the rent agreement. If the Renter is in arrears with the payment of the Landlord's claims, the Landlord may make use of the pledged vehicle no earlier than two weeks after announcing such use.

6 TERMS AND CONDITIONS OF USE

The Renter must observe road signs and other terms of use and must follow instructions given by the Landlord's staff and/or the car park operator. In addition, the provisions of the German Highway Code (StVO) are also applicable. The Landlord is entitled to remove the vehicle from the car park in the event of an imminent danger. The Landlord may also have the vehicle removed at the Renter's expense if the vehicle causes an obstruction or if it contravenes traffic regulations.

7 Towing

If the Renter parks their vehicle outside parking space markings, in contravention of the aforementioned provisions, then the Landlord may have the vehicle repositioned or towed away at the Renter's expense.

(as of 1 April 2017)

Important

Please note the Terms and Conditions of Use shown next to these regulations.

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