

Contractual terms

A. General conditions for making online bookings

§ 1 Booking parking spaces/completing an agreement

1. Making available the online booking system does not represent any legally binding offer from Flughafen Leipzig/Halle GmbH (- Operator -); it is simply a non-binding invitation to the customer (- Renter -) to submit an offer to conclude an agreement to rent a parking space according to the General Terms and Conditions of Business outlined below.

2. By activating the "Confirm the booking that is subject to charges" button, the Renter submits a binding and irrevocable offer to conclude an agreement to rent a parking space for the parking area that is specified on the booking screen.

3. The Operator confirms the acceptance of this offer by sending a confirmation and this takes place immediately after the offer has been submitted (confirmation of the booking). The Renter is obliged to check immediately that the confirmation of the reservation contains no errors and inform the Operator of any incorrect details straightaway, if necessary

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

1. The Operator offers the following opportunities for booking parking spaces on the Internet. The following maximum and minimum parking periods apply in the relevant parking areas:

Multi-storey car park:

The multi-storey car park has six parking levels. The Renter may freely select a parking space from those that are not yet being used by others in the parking area. The parking spaces are 2.50 m wide and 4.50 m long. The maximum vertical clearance when entering the multi-storey car park is 1.90 m. The maximum weight of any vehicle that is permitted in the multi-storey car park is 2.5 t. There are transfer points to the central terminal, where the central check-in area is located, on level 2 of the multi-storey car park.

P1 car park:

The P1 is located directly in front of the arrivals terminal and is primarily intended for business and short-term parking. The parking spaces are 2.50 m wide and 5.00 m long.

P2/P4 car park:

The P2 and P4 areas are car parks for tourists and are located outside. The parking spaces are 2.50 m wide and 5.00 m or 5.50 m long.

P15 car park:

The P15 is a non-paved car park located outside. It is situated on Towerstrasse, about a 5-minute walk away from the check-in area.

P20 car park:

The P20 is a non-paved car park located outside. It is situated in the village of Kursdorf, about a 15-minute walk away from the check-in or arrivals areas.

The maximum parking time is restricted to 42 days at the multi-storey car park and the other car parks, starting from the day that the vehicle is parked. Once the maximum parking time has expired, the Operator is entitled to remove the vehicle at the Renter's expense. The Operator shall also be entitled to receive payment in line with the list of rental prices until the vehicle has been removed.

There is also a minimum parking period of 1 day for the multi-storey car park and the other car parks. If the Renter wishes to park for a shorter time, that is possible, but the minimum parking fee must still be paid.

2. Once the agreement has been concluded, the Renter has the right to park his or her vehicle in the public parking spaces managed by the Operator at Leipzig/Halle Airport on a single occasion (in the multi-storey car park or the P1, P2, P4, P15 and P20 car parks) for the period agreed in the booking.

The Operator makes available a parking space for use by the Renter in the parking areas booked for the parking period determined by the confirmation of the booking (- rental period -) in return for payment of the rental fee cited in the confirmation of the booking.

If the Renter does not remove his or her vehicle from the parking facility after the expiry of the contractual rental period, he or she owes compensation for usage of the car park in line with the latest tariff until the vehicle has been removed. The compensation for usage is due for payment before the vehicle is removed.

Surveillance, monitoring, safekeeping and providing insurance cover do not form part of the agreement. Even if airport personnel are present in the parking facility or the area is monitored with visual electronic equipment (video monitoring), this is not associated with any assumption of a duty to provide care or liability, particularly not for any theft or damage. In the case of video monitoring, the responsible body in the sense of the BGDG (German Federal Data Security Act) is Flughafen Leipzig/Halle GmbH, Terminalring 11, 04435 Flughafen Leipzig/Halle.

3. Users do not have any valid claim for a particular parking space in the multi-storey car park or the agreed car park.

4. The Renter may only park his or her vehicle at the parking area specified in the confirmation of the booking.

5. Only vehicles approved for use on public roads may be parked. Any entry or usage with vehicles that are not approved for road traffic or vehicles with trailers or other vehicles or motorcycles, bicycles, scooters, inline skates, skateboards etc. is prohibited.

6. If the Renter is acting as a consumer in the sense of Section 13 of the German Civil Code when signing the rental agreement, he or she is entitled to a statutory right of cancellation.

Instructions on how consumers can make cancellations in the sense of Section 13 of the German Civil Code

Right of cancellation

You can cancel your contractual declaration in text form (e.g. by letter, fax or e-mail) within two weeks without having to specify any reasons. The two-week period starts after you have received these instructions. In order to meet the two-week cancellation deadline, it is sufficient if you send off your cancellation in good time.

Please send your cancellation to:

Flughafen Leipzig/Halle GmbH, Terminalring 11, 04435 Leipzig.

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

Fax: 0341 224 1248

Consequences of making a cancellation

If you cancel your arrangement in a valid manner, any costs received on either side must be returned and any benefits already derived (e.g. interest) must be repaid. If you are not able to return us the benefit that you have received fully or in part, you may have to replace its value. Any obligations to refund payments must be fulfilled within 30 days. This period starts for you when you send off your declaration of cancellation – and for us when we receive it.

§ 3 Prices/payment

- 1.** The services and prices confirmed on the booking shall apply. The prices displayed during the booking are only valid if bookings are made in advance via the car parking booking system operated by Leipzig/Halle Airport and shall exclusively apply for the period that has been booked. The current rate of value-added tax is included in the prices.
- 2.** The parking fee is immediately due for payment after the rental agreement has been signed. Any refund of the parking fee, if the Renter does not use the rented parking space, is only possible in line with the statutory provisions; otherwise refunds are excluded.
- 3.** The parking fee must be paid immediately when it is booked using a credit card accepted by the airport (VISA, Mastercard) as part of the online booking system or by using PayPal. A payment by EC card (electronic cash), which is accepted by the German payment systems, is possible up to 7 weeks before the start of the time when the service is provided. If the electronic card payment cannot be completed properly, the booking shall be forfeited if the Operator is not responsible for its non-implementation.
- 4.** As long as the parking fee has not been completely paid, the Operator is entitled to withhold all the services that it needs to provide according to this agreement.
- 5.** It is not possible to offset the rental fee with a voucher.

§ 4 Withdrawal

The Renter may withdraw from the rental agreement prior to the agreed starting time of the rental period. The cancellation can only be made on the Internet in the Renter's login section in the "Cancel booking" menu section. The time when the Operator receives the declaration of cancellation determines whether the withdrawal is valid or not. The Renter may withdraw up to 24 hours before the start of the rental period. If he or she withdraws within this period, the Operator has a right to payment of a cancellation fee amounting to EUR 5.00. If the withdrawal takes place later than this, the Operator has a claim to the full rental price.

Please note: If payments are made with an EC direct debit card and are then cancelled, the amount will be refunded within 3 weeks. The Renter is free to prove that the Operator has not suffered any damage/loss or the damage/loss that has been caused is less than the agreed cancellation fee.

§ 5 Failure to make use of the service

No refund shall be made if the agreement is ended prematurely. Any parking days that are not used shall be forfeited.

§ 6 Data protection

The Operator's data protection stipulations, which are published on the website of Leipzig/Halle Airport, shall apply.

B. Parking conditions for a Renter

§ 1 Driving in, driving out

When entering the car park, the Renter must feed in the means of access/identification (credit card, EC card) specified when making the booking in the entrance barrier as the evidence of his or her credentials. The holder of the means of access/identification is then authorised to use the rented parking space in the eyes of the Operator. The Operator is entitled to check these credentials, but it is not obliged to do so. It is not necessary to take a parking ticket.

When leaving the car park, the Renter must introduce the means of access/identification used to enter the car park at the exit barrier.

§ 2 Conditions of use

- 1.** The vehicle must be parked properly between the marked lines. Vehicles must be parked at the marked parking spaces in such a way that it is possible to get into or out of vehicles at neighbouring parking spaces without any hindrance at any time. If this principle is infringed, the Operator has the right to charge the rental price in line with the space that has been used.
- 2.** When entering and leaving the car park, the Renter must take the necessary care required in traffic situations, even if the Operator's employees help him or her with instructions.
- 3.** The parked vehicle must be locked properly and secured in a customary fashion.
- 4.** Attention must be paid to the traffic signs and signposts installed at the parking facility. The maximum speed for moving vehicles within the parking facility is 10 km/h. The regulations in the German Road Traffic Act shall govern other aspects.
- 5.** It is prohibited to repair or clean vehicles at the parking spaces or on the roadways or ramps, fill them with cooling water, operating materials or oil or drain these items or create any contamination.

§ 3 Removing the vehicle

The Operator may have the vehicle removed from the parking space at the Renter's expense if

- a. the set maximum parking period has been exceeded,
- b. the parked vehicle jeopardises the operations at the parking facility, e.g. if liquids are leaking from it,
- c. or the vehicle is not officially licenced or has been taken off the road during the parking period.

§ 4 Liability

The Operator shall be liable for any damage/loss, if it can be proved that it, its statutory representative or its agents have acted culpably with gross negligence or deliberate intent and the claim has also been reported to the police before the Renter leaves the parking facility and the means of access/identification or the booking confirmation number has been produced. This liability shall only cover the vehicle itself and not the contents of the vehicle. The Operator's liability shall be excluded in any other matters, if the law allows this. It shall not be liable for any damage/loss that has been caused by third parties.

If other items than a vehicle have been parked on the rented parking space, contrary to the contractual agreement, the Operator's liability shall be restricted to gross negligence and deliberate intent.

§ 5 Right of lien

The Operator shall be entitled to a right of retention and a statutory right of lien with regard to the Renter's parked vehicle based on its claims arising from the rental agreement. If the Renter defaults on settling the Operator's claims, the Operator may exercise debt recovery measures, at the earliest two weeks after threatening to make use of them.

C. Other stipulations

The usage regulations at Leipzig/Halle Airport shall form part of this agreement.

D. Applicable law - agreement on the place of jurisdiction - translations

- 1.** The provisions made in German law shall apply to this agreement.
- 2.** If the Renter is a business person, the Operator's headquarters shall be deemed to be the place of jurisdiction for any legal disputes, for whatever legal reason, unless a different place of jurisdiction is mandatorily prescribed in the law.
- 3.** If these contractual terms have been translated, the German version alone shall be legally binding.

E. Platform for settling disputes online

The European Commission makes available a platform for settling disputes out of court. This gives consumers the opportunity of initially settling disputes in conjunction with online purchases or online service agreements without having to resort to the courts. The dispute settlement platform can be reached via this outside link: <https://webgate.ec.europa.eu/odr/>.

If you have any questions, suggestions or general feedback, please use the contact form or get in touch with our employees on the phone.

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