



Terms and Conditions of Parking

I. Rental agreement

The lessor, Würzburger Stadtverkehrs-GmbH (SVG), provides the lessee with a parking space for his or her motor vehicle in accordance with the following terms. A rental agreement is concluded when the lessee accepts a parking ticket or opens the barrier by holding the Komfortkarte (ConvenienceCard) in front of the sensor and drives into the parking facility. The agreement does not cover the guarding, safekeeping or surveillance of the motor vehicle or the granting of insurance cover. The lessee uses the car park at his or her own risk. SVG shall not be liable for third-party damage to or theft of parked vehicles.

II. Rental price, duration of stay

1. The rental price is calculated for each occupied parking space according to the displayed parking tariff.
 2. After paying for the parking ticket, the lessee must leave the car park without undue delay. To this end, he or she must go to his or her vehicle promptly after payment and leave the parking facility via the exits. If the lessee stays longer in the parking facility than is necessary to leave, the parking fee will be recalculated and due from the time of payment. If the lessee uses the Komfortkarte, the rental agreement is terminated when using this card at the exit, the parking fee will be charged according to the registered rental period.
 3. The vehicle can only be picked up during the advertised opening hours. Unless otherwise agreed in writing, the maximum parking duration is four weeks per calendar year. If the vehicle is parked for more than 3 days, SVG shall be entitled to demand an appropriate advance payment on the rental price.
 4. At the end of the maximum parking duration, the lessor shall be entitled to remove the vehicle at the lessee's expense. In addition, the lessor shall be entitled to a fee in accordance with the parking tariff [daily rate for short-term parking] until such time as the vehicle has been removed. Prior to this, the lessor shall write to the lessee or – if the lessee is not known to the lessor – to the owner of the vehicle, requesting the removal of the vehicle, pointing out that failure to comply will result in the lessor removing it. This request shall not apply if the lessor is unable to determine the owner despite reasonable effort, e.g. by obtaining information from the vehicle registration office.
 5. If the parking ticket is lost, the maximum daily rate must be paid in accordance with the displayed parking tariff, unless the lessee proves a shorter parking duration, or the lessor proves that it was longer. In such cases, an additional service charge of € 20 shall apply.
 6. If the lessee is unable to pay the rental price at the designated pay machines or using the Komfortkarten portal before leaving the parking facility, then he or she must notify staff via the intercom/emergency call system at one of the pay machines. The lessee must provide his or her contact details and, if possible, proof of identity (e.g. identity card). The lessee will then promptly receive a written invoice, which must be paid within the specified payment period. In addition to the fee specified in the parking tariff, a service charge of € 25 shall apply.
 7. Payment by debit card, authorisation to forward the lessee's address
- By taking a parking ticket, the lessee irrevocably instructs the bank which issued the debit card to inform the lessor, upon request, in the event of non-payment of the direct debit or if the direct debit is refunded, of his or her name and address so that the lessor can assert its claim against the cardholder. The costs arising from returned direct debits shall be borne by the lessee.
8. Any sharing or subletting of the parking space requires the written consent of the lessor.

III. Liability of the lessor

1. The lessor shall be liable for personal injury, damage to property and pecuniary damages on the basis and to the extent of statutory liability provisions. It shall not be liable for damage caused by natural events such as flooding or earthquakes, or by the lessee's own conduct or the conduct of third parties.
2. The liability of the lessor as well as of the parties it uses to perform its obligations and its vicarious agents shall be excluded in cases of culpably caused damage, unless said damage was caused by intent or gross negligence. This shall not apply in the event of injury to life, limb or health, or in the event of a culpable breach of essential contractual obligations, e.g. SVG's obligation to provide a parking space. In the event of a breach of essential contractual obligations which are based on circumstances other than intent or gross negligence, liability shall be limited to the damage which the respective contractual partner foresaw as a possible consequence of the breach of contract when concluding the agreement, or which the respective contractual partner should have foreseen given the circumstances of which it was or must have been aware.
3. Before leaving the parking facility, the lessee must immediately notify the lessor's staff of any obvious damage to his or her vehicle by using the designated intercom/emergency call system at the pay machines or at the exit, contacting the SVG car park control centre: tel. +49 (0) 931/36-1408. This shall not apply if such notification is objectively impossible or unreasonable. In this case, the lessee must notify the lessor in text form (e.g. by email, fax, SMS, etc.) within 3 days of leaving the parking facility. If the lessee asserts claims for damages against the lessor, he or she shall be responsible for proving that the lessor has culpably breached its contractual obligations.

IV. Liability of the lessee

The lessee shall be liable for all damages culpably caused to the lessor or to third parties by him or herself or by his or her employees or agents. In this respect, he or she shall also be liable for any fouling of the parking facility due to conduct that deviates from the standard use of the parking facility. This also includes depositing waste within the parking facility.

V. Pledge

The lessor shall be entitled to a right of retention and a statutory pledge on the lessee's parked vehicle in connection with its claims under the rental agreement. If the lessee is in default with the settlement of the lessor's claims, the lessor may enforce the pledge no earlier than two weeks after threatening to do so.

VI. Conditions of use for multi-storey car parks, underground car parks and parking spaces

Vehicles must be driven at walking pace. Traffic signs and other conditions of use must be observed. The instructions of supervisory staff must be followed. In all other respects, the provisions of German road traffic regulations apply.

The following are prohibited in the parking facility:

1. Riding on and parking or storing bicycles, mopeds, motorcycles, in-line skates, skateboards and similar equipment; entering with trailers and the parking of trailers.
2. Loitering by unauthorised persons without a parked vehicle and valid parking ticket.
3. Smoking and naked flames.
4. Performing repair and maintenance work on the vehicle.
5. Causing a nuisance to the vicinity as a result of exhaust fumes and noise, in particular by leaving the engine running, repeatedly turning the engine on, and by honking the horn.

6. Refuelling the vehicle.
7. Depositing and storing objects and waste, in particular fuels and flammable objects as well as empty fuel containers.
8. Loitering in the parking facility or in the parked vehicle for longer than is necessary to park and collect the vehicle.
9. Parking the vehicle with a leaking petrol, oil, coolant or air conditioning tank or carburettor, and with any other substances which pose a hazard to the operation of the parking facility.
10. The parking of unregistered or uninsured vehicles.
11. Unauthorised parking of vehicles outside the parking space markings, e.g. in the carriageway area, across two parking spaces, in front of emergency exits, in disabled parking spaces, in reserved parking spaces or on hatched areas.
12. Entering with vehicles which due to their dimensions protrude beyond the marked parking areas and may thus obstruct incoming and outgoing traffic.

In the event of non-compliance, the lessor reserves the right, among other things, to ban the lessee from the parking facility and to charge a flat rate of € 30.

VII. Towing

If, contrary to the above provisions, the lessee parks his or her vehicle outside the parking space marking, the lessor shall be entitled to move the vehicle to a free and suitable parking facility at the lessee's expense and, if no such facility is available, to tow it away.

VIII. Parking fee evasion and pay machine fraud

In the event of deliberate parking fee evasion and/or pay machine fraud, an increased parking fee will be charged in accordance with the parking tariff plus a flat rate of € 30. Criminal charges will also be filed.

IX. Data protection

We use video systems to maintain everyday operations. The recordings are stored to allow us to intervene quickly in the event of operational disruptions or, in the event of damage, to secure evidence. The video recordings are stored for no longer than 21 days. They are then erased. Despite using video systems, the operator does not assume any duties of care and nor does it conduct "surveillance".

Further information (in German) pursuant to Article 13 of the EU General Data Protection Regulation (GDPR) is available at: www.wvv-parken.de/Datenschutzhinweis

X. Emergency rescue

A charge of € 50 shall apply to drivers requiring assistance to leave the parking facility.

XI. Final remarks

1. The SVG does not participate in any consumer dispute resolution proceedings under the German Consumer Dispute Resolution Act (VSBG).
2. The most recently published version of the terms and conditions of parking shall apply.

Last amended in October 2018

Parking Tariff

Please look at the cash machine.

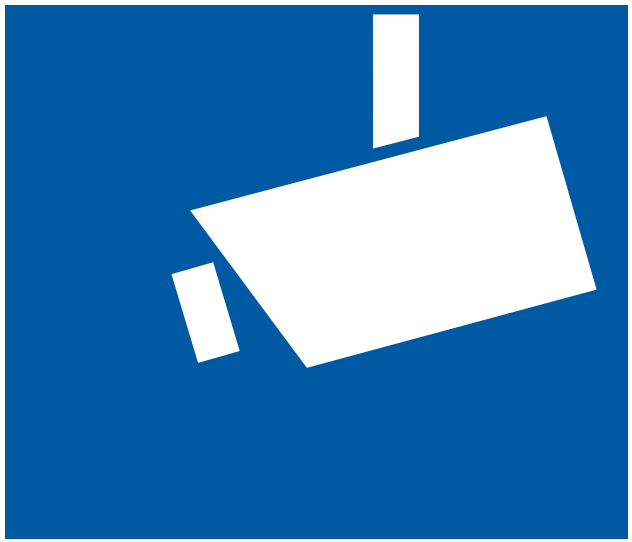
Important note

The ticket holder may use trams in the VVM "Großwabe" network free of charge during the parking period!

Map of the City



Your service provider for all parking matters:



Würzburger Stadtverkehrs-GmbH
Haugerring 5, 97070 Würzburg

Information at all communication points
or 0931 – 35 14 08

www.wvv.de/parken