Terms and Conditions of Parking

I. Basic agreement
The lessee agrees to purchase the parking space for the duration of the rental agreement when the lessor arranges a parking ticket or opens the barrier by following the instructions displayed on the LED display of the barrier. Payment is made by debit or cash on site and is immediately due. The rental agreement is concluded in the parking facility on the date the lessee enters and is terminated by declaring the rental agreement to be null and void.

II. Rental agreement
1. The lessor grants, or agrees to grant, to the lessee the exclusive use of the parking space with the subsequent right of use for the designated duration.
2. The maximum parking duration is indicated on the LED display of the barrier. The lessor reserves the right to change the rental agreement.

III. Parking facilities
1. The parking facilities of the lessor
2. The lessee agrees to use the parking facilities in accordance with the general terms and conditions and the specific conditions of use.
3. The lessee may not use the parking facilities if the lessee is in a state of health that makes the use of the parking facility hazardous to himself or others.

IV. Parking tariff, duration of stay
1. The rental price is calculated for each occupied parking space according to the displayed fee specified in the parking tariff until such time as the vehicle has been removed from the parking facility.
2. The lessee may not leave the parking space without the lessor's consent. The rental agreement is not considered null and void if the lessee leaves the parking space without the lessor's consent.

V. General terms and conditions for the Komfortkarte apply.

VI. Conditions of use for multi-storey car parks, underground car parks and parking spaces
1. Vehicles must be driven at walking pace. Traffic signs and other conditions of use must be observed.
2. Any fouling of the parking facility due to conduct that deviates from the standard use of the parking facility is prohibited.
3. Smoking and naked flames.
4. The following are prohibited in the parking facility:
   1. Depositing or storing objects or waste, in particular back and forward objects as well as waste yard waste
   2. Loitering in the parking facility or in the parked vehicle for longer than is necessary to park and leave the parking area
   3. Using the parking area or building(s), outside areas such as walking paths or in other areas, and using it for any other purpose than the operation of the parking facility
   4. The parking area or building(s) is outside, but is not accessible to the public
   5. Unauthorised parking in the parking area or building(s), outside areas such as walking paths or in other areas
   6. Damaging the parking area or building(s), outside areas such as walking paths or in other areas
   7. Depositing and storing objects or waste, in particular fuels and flammable objects as well as any other substances which pose a hazard to the operation of the parking facility
   8. Parking the vehicle with a leaking petrol, oil, coolant or air conditioning tank or carburettor
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   27. Parking the vehicle with a leaking petrol, oil, coolant or air conditioning tank or carburettor
   28. Parking the vehicle with a leaking petrol, oil, coolant or air conditioning tank or carburettor
   29. Parking the vehicle with a leaking petrol, oil, coolant or air conditioning tank or carburettor
   30. Parking the vehicle with a leaking petrol, oil, coolant or air conditioning tank or carburettor

VII. Liability of the lessor
1. The lessor is not liable for personal injury to property and personal damage or the loss of property in the parking facilities. This does not apply to damage caused by natural events such as flooding and earthquakes or by fire or a name contract on the contract of carriage.
2. The lessor is liable for damage to the lessee's vehicle if the vehicle was in a state of health that makes the use of the parking facility hazardous to himself or others, in the event of a culpable breach of essential contractual obligations (e.g., non-existence of the contract or non-conformity of the delivered goods), in the event of intent or gross negligence, in the event of culpable negligence of the lessor which is attributable to the lessee and in the event of a breach of contract if caused by the lessor.
3. Before leaving the parking facility, the lessee must immediately notify the lessor of any evident damage to the vehicle caused by the lessee. The lessee must notify the lessor of any evident damage to the vehicle caused by the lessee. The lessor reserves the right to remove the vehicle from the parking facility at the lessee's expense. In addition, the lessee shall be entitled to a fee in accordance with the parking tariff.
4. If the parking ticket is lost, the maximum daily rate must be paid in accordance with the display of the fee specified in the parking tariff until such time as the vehicle has been removed from the parking facility.
5. If the lessee is unable to pay the rental price at the designated pay machines or using the mobile app, he or she must 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 lessee.
6. 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 the lessee or his vicarious agents.
7. If the lessee is unable to pay the rental price at the designated pay machines or using the mobile app, he or she must 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 lessee.

VIII. Parking fee evasion and pay machine fraud
1. Parking fee evasion and pay machine fraud shall be responsible for proving that the lessor has culpably breached its contractual obligations. In the event of non-compliance, the lessor reserves the right, among other things, to ban the lessee from the parking facilities.
2. The lessee shall 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 lessee.

IX. Data protection
We use video systems to maintain everyday operations. The recordings are stored to allow us to track the use of the parking areas. The recordings are stored to allow us to track the use of the parking areas. The recordings are stored to allow us to track the use of the parking areas.

Important note
The ticket holder may use trams in the VVM “Großwabe” network free of charge during the parking period.

Your service provider for all parking matters: www.wwv.de/parken