

Terms of Use for Parking Facilities

I. Rental agreement

1. Upon the receipt of a parking ticket, a long-term parking card, a prepaid parking card or a season parking card, a rental agreement arises between the user (lessee) and hanova GEWERBE GmbH (lessor) concerning a parking space for a motor car, in accordance with the following terms and conditions.
2. Neither surveillance, safekeeping or the provision of insurance cover by the lessor are the subject of the contract. The use of the parking garage/car park is at the lessee's own risk.
3. Only motor cars approved for public traffic can be parked. Entering the parking facility or use thereof with motor cars which are not approved for road traffic or motor cars with trailers or the like is not permitted (see section VI item 4 f).
2. The lessor is not liable for damage caused by events of force particular, parked vehicles are not insured against theft or damage by third parties.
3. The lessor is not liable for damage to property or financial losses which are attributable to a breach of contractual obligations due to only minor negligence, unless the contractual obligations breached by the lessor are of key significance for the achievement of the objective of the contract (key obligations).
4. Otherwise, the lessor's liability for damage to property or financial losses caused by it due to minor negligence shall be limited to €100,000.00 per loss event, unless the lessee can provide proof of higher losses.

II. Rental price/parking period

1. The rental price is calculated for each parking space according to the agreed rental fee or, if there is no such separate agreement, according to the attached price-list.
 2. Motors car can only be collected during the announced opening hours, unless the lessee can obtain access with his/her parking ticket or long-term parking ticket. If the emergency service is taken advantage of outside the opening hours, the lessee will have to pay a fee, currently in the amount of €10.00 (including VAT). Following the payment process, the lessee must promptly leave the parking facility. If the lessee spends more time in the parking facility than is necessary to leave it, the parking fee will be charged again and payable from the time of the payment process.
 3. The maximum parking period for short-term parkers amounts to four weeks, unless a special arrangement has been made in writing. Lessees who wish to park their motor car in the parking garage/car park for more than the maximum parking period are asked to report to the control centre on Osterstrasse or to the lessor's service centre after parking their car and specify the parking garage/car park and the parking space number for their motor car.
 4. After the maximum parking period has ended and a written removal warning has been ineffectively issued to the lessee or, if he/she is not known, to the holder, the lessor shall have the right to remove motor cars nevertheless left in the parking garage/car park at the lessee's expense. The lessor shall also be entitled to a fee according to the rental price-list until the motor car has been removed. A prior removal warning shall not be required if the lessor cannot determine who the lessee or holder is without unreasonable effort.
 5. If the parking ticket is lost, the full daily rate will be charged, unless the lessee provides proof that he/she parked for a shorter period or the lessor provides proof that the parking period was longer. The fee will not be refunded if the parking ticket is found again.
 5. In the event of damage to property or financial losses caused by minor negligence of the lessor, the lessee shall also be obliged to share in the settlement of the losses in the amount of €300.00 (deductible).
- The lessee must promptly report any obvious damage to his/her vehicle to the lessor's personnel before leaving the parking facility, through the marked intercom/emergency call systems at the pay stations or exit gateway. This shall not apply if such a notification is objectively impossible or cannot be reasonably expected of the lessee, which should be assumed, in particular, if no one can be reached via the intercom/emergency call system, in which case the lessee must notify the lessor in text form (e.g. email, fax or SMS, etc.) within a time limit of three days after leaving the parking facility. The lessee also must report any other damage to his/her vehicle to the lessor in text form within a time limit of seven days after leaving the parking facility. If it is not reported on time, all warranty claims and claims for compensation of the lessee shall be excluded. If the lessee asserts claims for compensation for losses against the lessor, he/she shall have to provide proof that the lessor culpably breached its contractual obligations.

6. The lessor, hanova GEWERBE GmbH, shall not participate in any settlement process regarding consumer disputes.

IV. Liability of the lessee and other users

1. The lessee shall be liable for all damage culpably caused by him/herself or his/her employees, officers or accompanying persons to the lessor or its employees or officers or to third parties. To that extent he/she shall also be liable for any contamination of the parking garage/car park caused by him/her due to behaviour exceeding the usage permitted under these terms and conditions.
2. In the event of a breach of the prohibition of unauthorised contamination, particularly unauthorised putting up of posters or advertising (see section VI items 4 g and h), the lessor shall charge, for the elimination of the contamination, a handling fee currently in the amount of €100.00 plus VAT and all the related costs, unless the person who caused the contamination proves that the lessor actually incurred lower damage/expenses or none at all. The lessor reserves the right to assert further claims for compensation for losses.

III. The lessor's liability

1. The lessor is liable in accordance with the following provisions for any damage caused by its employees or officers.

hanova GEWERBE GmbH
limited liability company

Otto-Brenner-Straße 4
30159 Hanover
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Chairman of the Supervisory:
Lars Kelich
Managing Director:
Karsten Klaus, Diplom-Ökonom

Registered office: Hanover
Registry court:
District Court for Hanover
Reg. No. 81 HRB 3809
Tax number: 25/202/00604

V. The lessor's right of lien

1. In connection with its claims under the rental agreement, the lessor is entitled to a right of retention and a statutory right of lien to the motor car parked by the lessee and the items it contains.
2. If the lessee defaults on the settlement of the lessor's claims, the lessor will be able to carry out debt recovery at the earliest two weeks after issuing a written warning to that effect.

VI. Rules for use

1. The lessee must comply with the traffic signs and other parking rules, particularly those displayed on notices in the parking garage/car park, and follow instructions issued by the lessor's personnel.
2. The lessee can – if the lessor has not assigned him/her a particular parking space – choose the next free parking space from among those not marked 'reserved'. NOTE: transitory waiting times upon entry into the facility must be accepted.
3. The lessor has the right to remove any motor car from the parking garage/car park in the event of an urgent danger.
4. The following, in particular, are prohibited in the parking garage/car park:
 - a. smoking and the use of fire
 - b. storage of waste, fuel or inflammable items or empty fuel containers
 - c. unnecessary running or testing of engines and causing unnecessary noise through sounding horns etc.
 - d. parking motor cars with a leaking tank or carburettor, draining coolant or draining or replenishing fuel or oil
 - e. repairing or cleaning of motor cars
 - f. riding through the parking garage/car park on motorcycles, bicycles, scooters, roller skates, in-line skates or skateboards etc.
 - g. unauthorised putting up of posters and unauthorised distribution of advertising materials (promotional literature, leaflets, business cards, patterns, samples, etc.) without the lessor's written permission
 - h. depositing of items, particularly waste and refuse
 - i. begging, peddling, camping or practising prostitution
 - j. parking vehicles which are not approved by the police.
5. The parking garage/car park can only be entered by the occupants of the motor cars parked in it for the purposes of use in compliance with the contract. The time spent in the facility should be limited to the time necessary for the parking process. Unauthorised stays in the parking garage/car park will result in the personal details of the person in question being taken, the issuance of a ban on entering the facility and possibly a complaint being lodged with the police due to trespassing.
6. The lessee must park his/her motor car exclusively in the parking spaces marked for that purpose and not marked 'reserved', such that all users can freely enter and leave their vehicles in the adjacent spaces and can freely drive into and out of the facility and use all the entrances, exits and stairwells. If the lessee fails to comply with this rule, the lessor shall have the right to relocate the incorrectly parked vehicle through suitable measures at the lessee's risk and expense.

7. Parked motor cars must be carefully locked and secured in the usual manner.
8. The lessee must use the parking ticket or long-term parking ticket each time he/she enters or leaves the facility.
9. Otherwise, the provisions of the German Road Traffic Regulation (Strassenverkehrsordnung) apply for the use of the parking garage/car park.
10. The lessor's notices displayed in the facility apply on a supplementary basis to these terms and conditions.
11. Should one of the provisions of these terms and conditions be or become ineffective, the other provisions hereof shall not be affected.
12. Parts of the parking garage are under video surveillance.

VII. Place of jurisdiction

If the lessee/holder is a trader, a legal person under public law or a public special fund, the exclusive place of jurisdiction for all claims stemming from or related to the use of the parking garage/car park and these terms and conditions is Hanover. The same applies with respect to lessees/holders who have no general place of jurisdiction in Germany or whose place of residence is not known at the time when the suit is filed.

VIII. Final comments

Please submit any requests or complaints to the lessor's management.

Hanover, February 2017

hanova GEWERBE GmbH
limited liability company

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