

# GENERAL TERMS AND CONDITIONS

for using the Fördeparkhaus Port Parking facility  
of SEEHAFEN KIEL GmbH & Co. KG  
valid from 01 January 2021

## § 1 SCOPE

These conditions for parking apply to parking space bookings ('port parking') via the online parking booking system of SEEHAFEN KIEL GmbH & Co. KG (hereafter referred to as PORT OF KIEL), as well as to parking in the Fördeparkhaus parking facility, located on Kai-Strasse 1-5, 24103 Kiel, Germany.

## § 2 CONCLUSION OF CONTRACT / RENTAL CONTRACT

The prospective renter shall provide the PORT OF KIEL with the following information via a binding booking request:

- Surname, first name
- Full address including postal code and city
- Email address
- Vehicle registration number
- Beginning and end of the rental period (first and last day)

The booking request is an offer for the conclusion of a rental contract for a passenger car parking space in the Fördeparkhaus parking facility. The offer is binding and may be accepted by the PORT OF KIEL within seven calendar days after receipt by PORT OF KIEL in a booking confirmation via email. The rental contract for the passenger car parking space shall be concluded on receipt by the customer of the booking confirmation via email (notice of acceptance). After receipt of the booking confirmation, the renter must pay rent for the entire rental period. Payment is to be made via credit card (VISA and MasterCard) or by direct debit. Upon receipt of the rental payment in the account stipulated, the renter will receive an access code via email, which allows a single entry to the Fördeparkhaus parking facility. Any vehicles without parking permission will be removed at a charge.

## § 3 OBJECT OF THE CONTRACT

On completion of a rental contract, the PORT OF KIEL grants the customer the right to park their passenger vehicle of the parking facility on a single occasion and for the rental period agreed. Caravans and passenger vehicles with trailers will not be permitted. No right to a particular parking space is granted. Vehicles without valid parking permission will be removed at a charge. The right of usage may not be transferred to a third party and the access code is solely for personal use. Use of the parking facility is at the customer's own risk. The PORT OF KIEL accepts absolutely no duty of care. The scope of the contract does not include any surveillance or safekeeping of the vehicles, nor is any insurance cover granted.

## § 4 RENTAL PRICE

Rental prices are calculated according to the price list published at [www.portparking.de](http://www.portparking.de). The actual amount of rental payment is based on the booking request. Payment is to be made immediately in advance of arrival. The prices include the statutory value-added tax.

### **Special conditions for payment by direct debit or credit card, i.e. MasterCard or VisaCard**

If a renter selects payment by direct debit, MasterCard or VisaCard, the following special conditions apply: The contracting parties in this respect are the PORT OF KIEL and myParkFlyUG (limited liability), Pappelalle 78, 10437 Berlin who are liable as joint debtors towards the User. That means, inter alia, that the contractual obligation of the one contracting party expires when the other party has provided the service. Events such as contestation or cancellation of the contract made with the renter or withdrawing from it, service delay or impossibility of performance by one of the contracting parties or any other of the events mentioned in § 425 Abs. 2 BGB (German Civil Code) always take effect for and against both contracting parties (contrary to § 425 Abs. 1 BGB). The PORT OF KIEL and myParkFly UG do not form a company but act for themselves. The PORT OF KIEL and myParkFly UG solely act on their own behalf towards the renter, unless something different has explicitly been stipulated. Although the PORT OF KIEL and myParkFly UG are both entitled to demand full payment, naturally the renter has to pay only once. However, the renter must consider that he must not make his payment to PORT OF KIEL and/or myParkFly UG at his discretion (contrary to § 428 S. 1 BGB) but solely to the one demanding payment of him (so-called "Unechte Gesamtgläubigerschaft", § 428 S. 1 BGB). To this end, the renter only has to follow the instructions on the Port Parking Websites. It is the PORT OF KIEL who is the renter's point of contact for any questions about his parking space booking or the Port Parking Websites.

## § 5 INSTRUCTION OF REVOCATION

Consumers have the right of recession (see § 312 g section. 1, § 355 BGB). According to § 13 BGB, a consumer is any natural person who concludes a legal transaction that is mostly neither related to their commercial nor their self-employed business.

### **Right of recession**

You have the right to withdraw from the contract without giving any reasons within 14 days. The withdrawal period is fourteen days from the day of the contract conclusion.



## PORT OF KIEL

In order to exercise your right of recession you must inform us - SEEHAFEN KIEL GmbH & Co. KG, Schwedenkai 1, 24103 Kiel, tel. +49 431 9822-399, Fax +49 431 9822-138, portparking@portofkiel.com about your decision to withdraw from the contract by a clear statement. You can make use of the template attached, however, it is not mandatory.

To comply with the notice period, it is sufficient to send the message about your exercising the right to recession before the notice period lapses.

### **Consequences of recession**

If you withdraw from this contract, we are to refund any payments received from you immediately and within fourteen days from the day that we received your cancellation at the latest. For this reimbursement we will use the same method of payment that you used for your original transaction unless something different has been explicitly agreed with you; in no case will there be charged any fees to you due to this reimbursement.

If you insisted on beginning the service during the withdrawal period, you are to pay us an appropriate amount corresponding to the ratio of the services provided up to the point in time where you informed us about your withdrawing from this contract in comparison to the overall scope of the services stipulated in the contract.

### **§ 6 WITHDRAWAL/WITHDRAWAL FEE**

The renter may withdraw from the rental contract in advance of the agreed start of the rental period. Notification of withdrawal must be made either in writing, by fax or by email. Notification of withdrawal should be addressed to: SEEHAFEN KIEL GmbH & Co. KG, Schwedenkai 1, 24103 Kiel, Germany; fax: +49 (0)431 9822 138, email: portparking@portofkiel.com.

The legal effectiveness of the withdrawal shall depend on the time of receipt of the notification of withdrawal by the PORT OF KIEL. The renter may withdraw from the contract free of charge up to 56 days before the start of the rental period. In the event of withdrawal later than this, the PORT OF KIEL has the right to demand payment of a withdrawal fee amounting to:

- 25% of the rental price for withdrawal
  - up to 42 days before the start of the rental period
- 50% of the rental price for withdrawal
  - up to 14 days before the start of the rental period
- 90% of the rental price for withdrawal
  - up to 13 days before the start of the rental period

The renter shall be free to provide proof that no damages were incurred by the PORT OF KIEL or that the damages incurred were lower than the withdrawal fee agreed.

### **§ 7 TERMINATION OF THE RENTAL CONTRACT**

After expiry of the rental period, the renter must remove the passenger vehicle. In the event of non-compliance with this rule, the PORT OF

KIEL reserves the right to remove the vehicle at the risk and expense of the renter. Furthermore, the PORT OF KIEL is entitled to compensation for use for the entire parking period until removal of the passenger vehicle amounting to the rental price as given in the price list.

### **§ 8 LIABILITY ON THE PART OF THE PORT OF KIEL**

The PORT OF KIEL is only liable for any damages caused by the PORT OF KIEL, its employees or any persons it has commissioned. The PORT OF KIEL is specifically not liable for any damages resulting from flooding, or for the damage, destruction or theft of passenger vehicles in the parking facility that is solely caused by the renter, other renters or any other third parties. The renter must report any damages to the PORT OF KIEL without delay, preferably before leaving the parking facility. Claims for damages will not be accepted where notification is not made promptly. The limitation and exclusion of liability do not apply to damages arising from injury to life, body and health if the PORT OF KIEL is responsible for the injury and neither do they apply to damages caused by intent or grossly negligent violation of duty on the part of the PORT OF KIEL. Furthermore, they do not apply if such contractual duties are violated by intent or in a grossly negligent way which are decisive to the execution of the contract and on whose execution the customer can usually rely on (so-called cardinal duties). Any violation of duty on the part of the PORT OF KIEL is equal to that of a legal representative or vicarious agent.

### **§ 9 LIABILITY ON THE PART OF THE RENTER**

The renter is liable for all damages incurred by the PORT OF KIEL or third parties where these are due to the renter, their employees, parties commissioned by them or persons accompanying them. This also applies to any dirtying/pollution of the parking facility or any disposal of waste.

### **§ 10 RIGHT OF LIEN**

The PORT OF KIEL shall have a right of retention and a legal right of lien concerning the renter's parked vehicle resulting from any claims derived from the rental contract.

### **§ 11 TERMS OF USE / RULES**

- Passenger vehicles shall be parked within thin Fördeparkhaus parking facility on decks 6 and 7 in such a way that customers in neighbouring parking spaces can access their vehicles without difficulty
- Traffic signs, markings and any other signs must be obeyed.
- The rules of the StVO (German road traffic act) apply.
- The instructions given by the staff/authorised personnel of the PORT OF KIEL as well as by employees of the parking deck "Fördeparkhaus" are to be respected.
- Customers must drive at walking speed.
- The following is prohibited:



## PORT OF KIEL

- Filling fuel tanks or carrying out vehicle care, repair or maintenance of any kind
- Storing or disposing of objects, working materials or waste of any kind
- Parking of vehicles with fluid leakage (fuel, oil, antifreeze, etc.) or other defects that may cause damage to the site
- Parking of vehicles not approved by the police, that do not meet the statutory technical requirements or are not covered by statutory liability insurance
- Unnecessary running or testing of engines
- Parking caravans
- Parking passenger vehicles with trailers
- Smoking or the use of fire

In the event of imminent risks or non-compliance with the conditions of parking, the PORT OF KIEL has the right to relocate or remove a vehicle from the parking facility at the expense and risk of the renter.

### § 12 DATA PROTECTION

Data concerning orders and addresses is collected, stored and processed in so far as this is required for processing a booking and contract. The PORT OF KIEL commissions a service company with the processing of payments connected with contracts. In order to fulfil this task, the service company has access to the personal order and address data; however, use of this data for any other purposes is not permitted. No further transfer of the data to third parties shall occur, unless the PORT OF KIEL is obliged to do so according to mandatory provisions, or unless this is necessary for collecting fees. The renter consents to the use of their data under the aforementioned circumstances.

### § 13 FINAL PROVISIONS

The laws of the Federal Republic of Germany shall apply.

The place of performance and jurisdiction is Kiel, as far as such an agreement is permitted by law. Should one or more clauses of these conditions for parking be or become invalid, this shall not affect the validity of the remaining clauses.

Online dispute resolution according to Art. 14 section 1 Online Dispute Resolution regulation: The European Commission provides a platform for online dispute resolution (ODR): The platform can be found at <http://ec.europa.eu/consumers/odr/>

Information as per § 36 VSBG

The PORT OF KIEL is not willing to participate in any procedures for settling consumer disputes by an arbitration body and is not obliged to do so.

SEEHAFEN KIEL GmbH & Co. KG

Schwedenkai 1

24103 Kiel

T +49 (0)431 9822-0

– Managing Director –



## PORT OF KIEL

### WITHDRAWAL FORM

**(If you want to withdraw from this contract,  
please fill out this form and send it to us by e-mail  
or fax.)**

- To: SEEHAFEN KIEL GmbH & Co. KG,  
Schwedenkai 1, 24103 Kiel  
T 0431.98 22-399  
F 0431.98.22-138  
portparking@portofkiel.com

Hereby I/we (\*) withdraw from the concluded  
contract

about booking parking spaces, ordered on

\_\_\_\_\_ ID: \_\_\_\_\_

- Name and address of the consumer(s):

\_\_\_\_\_  
\_\_\_\_\_

- Bank account (IBAN/SWIFT):

\_\_\_\_\_  
\_\_\_\_\_

- Signature of the consumer(s) (when sending fax  
only)

\_\_\_\_\_

- Date:

\_\_\_\_\_

\_\_\_\_\_

(\*) Delete as applicable