

General Terms and Conditions of Business

Bambados Car Park and Caravan Site (Status 01.07.2022)



You have entered private property. By driving onto the car park, you are giving your consent to the General Terms and Conditions of Business.

Tariff

Daily fee	€15.00
Lost ticket	€20.00
Electricity supply caravan/camper van	€0.50 per kWh
Water supply caravan/camper van	€0.10 € for 10 litres

1. CONTENTS OF CONTRACT

Stadtwerke Bamberg Verkehrs- und Park GmbH (hereinafter STVP (Tax No. 207/116/60527, VAT ID No. DE 202431891) makes available to the user in accordance with the following regulations one parking place, which is not specifically allocated, for his vehicle or his caravan. This contract does not include any surveillance, safe custody or insurance cover warranty. Video monitoring of the site is provided not for surveillance purposes, but to ensure correct operation of the site. STVP therefore does not undertake any duty of exercise of due care.

2. SCOPE OF STVP SERVICES

Entering the car park brings into existence a contract between STVP and the user subject to the express inclusion of these General Terms and Conditions of Business. Use of the car park is at the user's own risk. The user is entitled to park a vehicle or a caravan appropriately on an unoccupied pitch on the site. Parking spaces are not specifically allocated. The parking spaces for private cars and camper vans/caravans are shown separately. Vehicles must be parked within the marked parking spaces.

3. DUTIES OF THE USER

The user undertakes to use the marked parking spaces solely for a private car, camper van or caravan. Parking spaces reserved for the disabled and for women must be left unoccupied for the use of these user groups. Parking spaces marked as reserved for women must be used only by women travelling alone or women accompanied by other women or children. Special parking spaces for electric vehicles must be used only by electric vehicles for the duration of recharging. The provision of these parking spaces does not give rise to any claims whatsoever. The vehicle must be parked on the marked space such that access to and exit from the neighbouring parking space is unobstructed at all times. The parking fees and the fee for the provision on site of a water and electricity supply for camper vans and caravans are calculated for each occupied parking space in accordance with the displayed price list. The costs of use of the charging infrastructure for electric vehicles are dependent on the price agreed between the user and the electro-mobility provider. On completing the payment procedure the user must leave the car park without delay. Therefore, on completing payment they must return immediately to their vehicle and leave the car park via the exit. If the user remains in the car park longer than necessary for departure, the parking fee shall be calculated anew and be payable with effect from the time of the payment procedure. All resources (magnetic card, etc.) issued to the user for the operation of the parking management system must be kept safe. The user undertakes to make good any damage caused by loss or damage. In the event of loss of the car park ticket a "lost ticket" must be paid at the payment machines. The price

Stadtwerke Bamberg Verkehrs- und Park GmbH

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Stadtwerke Bamberg

for the "lost ticket" is shown on the price list displayed. Furthermore when requested the user must notify to STVP staff his name, address, vehicle registration and the period of stay in the car park. The user undertakes in particular to ensure that the vehicle or caravan is parked such that these General Terms and Conditions of Business are not breached and/or such that third party rights are not infringed or such that no risk may be caused by the parked vehicle or caravan. Furthermore, the user is obliged to notify STVP immediately about problems related to the parking of the vehicle. STVP regulations apply. Vehicles must be driven at walking pace in the car park.

The following is forbidden in the STVP car park:

- a) driving camper vans/caravans with trailers, private cars with trailers and similar vehicles on the car park;
- b) driving, using or parking scooters, motor cycles, inline skates, skateboards and similar equipment;
- c) unauthorised persons without parked vehicles and valid car park tickets;
- d) smoking and the use of fire;
- e) refuelling vehicles, or performing repair and maintenance work on the vehicle;
- f) the pollution of the neighbourhood with exhaust gases and noise, in particular by allowing the engine to run for long periods and testing the engine, and by sounding the vehicle horn;
- g) the parking and storage of objects and waste, in particular fuel waste and inflammable objects and empty fuel containers;
- h) remaining on the car park or in the parked vehicle beyond the time required for the parking and collection procedure;
- i) parking vehicles with leaking fuel tanks, oil, water or air conditioning reservoirs and carburettors and other damage, which jeopardises the operation of the car park;
- j) the parking of vehicles without a valid motor vehicle licence
- k) the unauthorised parking of vehicles outside the marked parking spaces, such as on roadways, on two parking spaces, in front of emergency exits and on special parking spaces such as parking spaces reserved for the disabled, families or women and on parking spaces marked as reserved or on hatched areas;
- l) the distribution of advertising materials of any kind whatsoever without the permission of STVP.

The user is obliged to report to STVP any damage to his vehicle, which has occurred during his period of parking on the site. Notices published at the entrance (e.g. in pictograms) also apply.

4. RIGHTS OF STVP

STVP is entitled to remove vehicles temporarily or permanently to other spaces, if this is necessary for operational reasons or for reasons of safety and order. If the user parks his vehicle in contravention of the foregoing provisions outside the marked parking spaces, STVP is entitled to reposition or tow away the vehicle at the costs of the user. First of all STVP shall, subject to a warning of clearance, require in writing the user or, if the latter is not known to them, the holder of the vehicle, to remove the vehicle. This requirement ceases to apply, if STVP is unable with reasonable effort, e.g. by means of information from the vehicle registration office, to identify the holder. In the case of breaches of these General Terms and Conditions of Business, in particular the conditions of use regulated therein, a penalty for breach of contract in the amount of 35 euros per day shall be payable. A breach of the General Terms and Conditions of Business applies in particular when the user has not paid the parking fee or has not paid the parking fee in full or the vehicle is parked outside the marked parking spaces or is parked without authorisation or permanently on a special parking space. The agreement to pay the penalty for breach of contract applies only where the breach is attributable to the user. In order to enforce the penalty for breach of contract in the case of unauthorised use STVP is entitled to withhold the parked vehicle (lien). If advertising materials are distributed in the car park without prior permission, STVP reserves the right to claim the costs incurred by cleaning in addition to the penalty for breach of contract. The same shall apply in cases of pollution, which are demonstrably attributable to the user. STVP staff exercise the right to determine who shall be allowed or denied access. The instructions of the parking complex staff must be complied with. STVP staff are entitled to exclude from further use of the car park users and other persons, who jeopardise order and safety, disturb third parties or breach the General Terms and Conditions of Business, and to issue a ban. If the requirement to leave the car park is not complied with, the user shall become liable to prosecution for a breach of

the peace. In this case STVP reserves the right to institute further legal measures and to report a criminal offence, in conjunction with a ban on further use.

5. WARRANTY

a) The statutory provisions apply to warranty claims against STVP by consumers pursuant to §13 German Civil Code.

b) The statutory provisions apply to warranty claims against STVP by corporations pursuant to §14 German Civil Code subject to the following prior conditions: warranty claims by the user presuppose that the user examines without delay the parking space on provision and reports in writing obvious defects without delay and hidden defects immediately on discovery. If the user has claims by virtue of a defect, STVP is entitled at its option to remedy the defect or to provide a defect-free replacement parking space. Warranty claims become subject to the statute of limitations within 12 months of the date of transfer of risk. This shall not apply in the case of fraudulent concealment of a defect and/or in the case of acceptance of particular warranties and shall also not apply to subsequent claims for compensation in damages.

6. LIABILITY

STVP accepts unlimited liability only for damage caused by the negligence or culpable intent of STVP, its employees and vicarious agents, in the case of fraudulent concealment of defects, the acceptance of guarantees of quality or warranted characteristics and for damage to life, limb or health. STVP is liable for other damage only if a duty is infringed, the performance of which is fundamental to the implementation of the contract in due form and on the compliance with which the contractual partner may routinely rely (cardinal duties) and if the damage is typical and foreseeable by virtue of the contractual use of the services; in this case liability is limited to typical and foreseeable damage. Liability under the Product Liability Act remains unaffected. Any liability of STVP exceeding these regulations is excluded. If the user asserts claims for compensation in damages against STVP, the burden of proving that STVP has culpably infringed its contractual duties lies with him. STVP is prepared to participate in a dispute settlement procedure before a consumer arbitration board. Information on the competent arbitration office is available on www.stadtwerke-bamberg.de

7. GENERAL PROVISIONS

STVP does not acknowledge the General Terms and Conditions of Business of the user, which conflict with or deviate from these General Terms and Conditions of Business, unless it has expressly agreed in writing to their validity. These General Terms and Conditions of Business also apply, if, in the knowledge of the conditions of the user, which conflict with or deviate from these Terms and Conditions of Business, STVP provides the object of use or otherwise performs the contract. The contractual relationship and all the legal issues arising therefrom are governed exclusively by the law of the Federal Republic of Germany. Court of jurisdiction for all legal disputes arising from this contract is Bamberg. Should any component of the provisions of this contract be invalid, this shall not affect the remaining provisions of the contract and/or the invalid provision shall be replaced by a provision equivalent in its economic success. In order to be valid, amendments to this contract must be in textual form (e.g. e-mail, fax, etc.).

8. DATA PROTECTION / DATA EXCHANGE WITH ENQUIRY AGENCIES

RIGHT TO OBJECT

The Data Controller for the processing of personal data within the meaning of the European General Data Protection Regulation (GDPR) is Stadtwerke Bamberg Verkehrs- und Park GmbH, Margaretendamm 28, 96052 Bamberg, Telephone + 49 (0)951 77-0, Fax + 49 (0)951 77-3290. The details of our Data Privacy Statement can be consulted on www.stadtwerke-bamberg.de/datenschutz. A Data Protection Officer has been appointed by the Stadtwerke Bamberg Company and is available to deal with questions on the processing of personal data on datenschutz@stadtwerke-bamberg.de, Telephone + 49 (0)951 77-0. We process the user's personal data (in particular the details of the lessee in connection with the conclusion of a long-term parking contract) in order to establish, implement and end the owner and user relationship with the user of our multi-storey car parks, underground car parks, parking spaces and P+R facilities and for purposes of direct advertising and market

research in accordance with the applicable provisions of data protection law (e.g. the European General Data Protection Regulation (GDPR), in particular Article 1 (1) (b) and (f), and the Federal German Data Protection Act (FDPA), in particular § 31 FDPA). The Stadtwerke Bamberg Company also reserves the right to disclose to enquiry agencies personal data concerning claims against the user where the preconditions in § 31 FDPA, Article 6 (1) (b) or (f) GDPR exist. Customer data are disclosed only insofar as permitted by a legal base. Within the Stadtwerke Bamberg Company customer data is disclosed to those members of staff in positions, where this is required for the fulfilment of our contractual and statutory duties or for the fulfilment of their respective duties (e.g. sales and marketing). Customer data are disclosed to third parties, if this is necessary in accordance with Article 6 (1) (b) GDPR for the implementation of the owner and user relationship in accordance with the regulations or if the Data Controller is subject to a legal duty to transfer the data in accordance with Article 6 (1) (c) GDPR or the user has given his informed consent to the data transfer.

Personal data are stored for the purposes of establishing, implementing and ending the owner and user relationship and in order to comply with the statutory duties of archiving and preserving records (e.g. § 257 German Commercial Code, § 147 German Fiscal Code) for as long as this is required for the fulfilment of these purposes. Personal data are stored for the purpose of direct advertising and market research for as long as there exists an overriding legal interest in processing the data in accordance with the applicable statutory provisions or appropriate informed consent. Against Stadtwerke Bamberg Verkehrs- und Park GmbH the user has the rights to access, correction and erasure of the data, the rights to data portability to restriction of processing, data portability and objection to the responsible supervisory authority in accordance with the applicable statutory provisions, in particular in accordance with Articles 15 to 21 GDPR. The user may at any time object to the Stadtwerke Bamberg Company concerning the processing of his data for purposes of direct advertising and/or market research. The Stadtwerke Bamberg Company conducts telephone or e-mail advertising only with the express prior informed consent of the user and in the case of commercial customers only with the presumed consent of the user as a minimum.

9. OTHER MATTERS

We are pleased to receive your information, suggestions and wishes on the stated telephone number.