

CAR PARK RULES

I. ORGANIZATION OF THE CAR PARK

1. The public Car Park is functioning on the basis of a short-term lease of a parking place, where the maximum parking period is no longer than 24 hours. Drivers of vehicles entering without the entry card are obliged to collect a parking ticket.
2. The Car Park is supervised; vehicles with a valid subscription card or a parking ticket are the object of monitoring provided by the personnel of a security agency against burglary or damage to vehicle's equipment during parking within the Car Park.
3. The Car Park is managed on behalf of its owner by Poland Car Parking Sp. z o.o. with its registered seat in Warsaw, at Koszykowa street 59/6.

II. CONDITIONS FOR THE LEASE OF A PARKING PLACE AND THE OBJECT OF THE AGREEMENT

1. The lease agreement is concluded upon collecting a ticket and driving into the Car Park/driving into the Car Park using the parking card and ends by driving out from the Car Park. A parking ticket or valid parking card constitutes proof of conclusion of the lease agreement.
2. A Parking card or a parking ticket entitles to use the leased parking place, depending on the kind of subscription which was bought. The person using the leased parking place is hereinafter referred to as the "User".
3. Holder of a card, who exceeds the time limit of parking to which he/she is entitled pursuant to the parking card is obliged to make additional payment in accordance to the price list approved by Poland Car Parking Sp. z o.o.
4. The condition for the lease of a parking place is:
 - conclusion of an agreement with Poland Car Parking Sp. z o.o. for the lease of a parking place in the subscription system, or
 - lease of a parking place in the hour-based system by collecting a parking ticket.
5. Subscription parking users will be assigned an access card which allows access to the car park and the subscription parking areas:
 - Access cards allow access to only one vehicle at a time.
 - Access cards should not be left in vehicles while parked.
 - Forgotten or lost cards will require the use of a daily parking ticket and payment of the daily rate. No refunds or deductions from monthly charges will be available for such daily fees.

III. TYPES OF CARDS

parking card for Parking Space – which entitle to use the Car Park everyday 24h/7

IV. THE PRICE AND THE PERIOD OF PARKING

1. The parking fee is calculated proportionally to the parking period, according to the displayed price list, for each occupied parking place (“**Parking Fee**”).
2. A vehicle may leave the Car Park only if the Parking Fee was paid.
3. Poland Car Parking Sp. z o.o. acknowledges a person holding the parking card or the parking ticket as authorized to use and drive the vehicle out of the Car Park.
4. The Parking Fee is paid in the automatic tickets vending machine or in the Car Park office before driving out of the Car Park.
5. The Parking Fee for the lost parking ticket shall be collected in the maximal daily rate of lease of the parking place for each day the vehicle is left at the Car Park.
6. Lost card should be reported immediately to PCP at the Parking Office. There will be nonrefundable fee for lost card according to the parking price list

V. LIABILITY

1. The liability of the parties is governed by the relevant provisions of the civil code with the reservation of the provisions of this Section V.
2. Both the owner and the administrator of the Car Park - Poland Car Parking Sp. z o.o. are not liable for damages in regard to theft, burglary, loss or destruction of a vehicle or belongings left in the vehicle.
3. Person holding a subscription card or a ticket for lease of a parking place is acknowledged by Poland Car Parking Sp. z o.o. as authorized to drive into the Car Park, drive the vehicle within the Car Park and drive out from the Car Park. Poland Car Parking Sp. z o.o. may request to be presented with documents which authorize to drive the vehicle.
4. The User is liable for all damages caused within the Car Park, including to other Users and third persons.
5. The User is obliged to inform without any delay the Car Park reception personnel about any damages caused and/or sustained within the Car Park and to file a relevant “statement” in two written counterparts prior to leaving the Car Park.
6. The fee for parking card which is lost, destroyed or not returned after expiry of the agreement, is collected in accordance to the price list. The User is obliged to inform Poland Car Parking Sp. z o.o. in writing about the loss of the parking card. A new parking card shall be issued after the payment of the fee by the User.
7. The User is obliged to secure the vehicle against unauthorized entry and to turn on all installed security systems.
8. The User is obliged not to leave in the vehicle the parking cards/tickets or things, which are not the standard vehicle equipment.
9. Everyone, who does not comply with the Car Park Rules is obliged to pay a penalty fee in amount of 500,- PLN; the vehicle shall be blocked until the fee payment. Vehicles posing a hazard may be towed away at the risk and cost of the User.

VI. CONDITIONS FOR USE OF THE CAR PARK

1. Vehicles may be parked only on the designated parking places. Parking on the lines marking the parking places is prohibited. In case when the User does not comply with this obligation, Poland Car Parking Sp. z o.o. shall be entitled to tow out the vehicle at the risk and cost of the User or to collect an additional fee for blocking of 2 parking places.

2. The parking places designated for the disabled persons may be occupied only by the authorized vehicles. Parking places marked as "Booked" are designated only for authorized vehicles.
3. Parking on the entrances and exits, driving lanes, crossings, pedestrian crossings, places marked as: "DO NOT PARK" or other unmarked places is prohibited.
4. The User is obliged to observe the road signs and remaining rules connected with the use of the Car Park and to comply with the instructions of the employees of Poland Car Parking Sp. z o.o.
5. Parking tickets should not be left inside the vehicles. The vehicle should be locked and its contents secured. Belongings left in the vehicle should be out of sight.
6. Poland Car Parking Sp. z o.o. is authorized to remove the vehicle at the risk and cost of the User in case of sudden and/or justified emergency, as well as in case of exceeding the maximum parking time indicated in I.1 above.
7. In case of noncompliance with the requirements described in point 4 above, the owner of a given vehicle shall be burdened with all costs of damages caused to Poland Car Parking Sp. z o.o.

VII. SAFETY PROVISIONS

1. The traffic within the Car Park is regulated by the provisions of the road traffic code.
2. All road and information signs and speed limits are to be strictly observed.
3. Entry of delivery vehicles and cars over 210 cm is prohibited.
4. The speed limit within the Car Park is 20 Km/h.
5. The following is prohibited within the Car Park:
 - a. lighting and using of open fire and drinking of alcohol;
 - b. storage of fuel, inflammable materials and empty fuel containers;
 - c. fueling the vehicles;
 - d. leaving the vehicles with the engine started;
 - e. parking vehicles with leaky systems;
 - f. presence of unauthorized persons;
 - g. exceeding the time necessary to take the vehicle out from the Car Park.
6. Washing, repairing, car hovering, replacing cooling water, fuel, oil is prohibited on the parking places and on the internal roads. It is prohibited to contaminate the Car Park.

VIII. INVOICES

Poland Car Parking Sp. z o.o. issues VAT invoices for the lease of the Car Park space, on the request of the User submitted at the reception office within 7 days since the day of sales receipt. The VAT invoice may be sent to the indicated address.

IX. COMPLAINTS AND MOTIONS

Complaints and motions connected with the use of the Car Park must be submitted in writing to the following address of the manager: Poland Car Parking Sp. z o.o., Koszykowa street 59/6, 00-660 Warszawa.

The Management Board of Poland Car Parking Sp. z o.o.: