

Parking Terms and Conditions

of

Flughafen Wien Aktiengesellschaft

Postfach 1
1300 Wien-Flughafen
FN 42984m, LG Korneuburg

1 General provisions

1.1 The use of the multi-storey or outdoor parking areas (hereinafter referred to as “**parking area**”) shall be permissible only on conclusion of a car park utilisation agreement between Flughafen Wien Aktiengesellschaft as owner (hereinafter referred to as “**FWAG**”) and the user (short-term or long-term)¹ of the parking area (hereinafter referred to as “**User**”). Short-term users enter into a short-term agreement through the issuance of a parking ticket entitling them to enter the parking area or through the issuance of a booking confirmation by FWAG in the case of the online booking system. Long-term users are those using the parking area following the conclusion of a written long-term car park utilisation agreement.

1.2 The car park utilisation agreement shall not be subject to the Tenancy Act (Mietrechtsgesetz (MRG)).

1.3 On conclusion of a car park utilisation agreement User agrees to abide by these Parking Terms and Conditions. If he/she does not wish to accept these Terms, he/she may exit from the parking area without charge within 5 minutes of entering (not applicable to users of online parking). In this case the parking ticket has to be inserted directly into the slot at the exit barrier and not into an automatic cash machine.

2 Object

2.1 On conclusion of the car park utilisation agreement User shall be entitled to park a roadworthy and reliably operating vehicle in a marked, vacant and suitable parking space; existing limitations (e.g. reserved spaces or limited parking duration) must be strictly complied with.

2.2 The right to park the vehicle in a specific space shall exist only with explicit written agreement of FWAG.

2.3 The granting of insurance cover or the safekeeping and guarding of the vehicle, its accessories or any objects brought into the parking area with the vehicle **are not objects of the agreement**.

¹ Short-term user: the use of the parking area is paid for on each occasion, usually regardless of the duration.
Long-term user: a written car park utilisation agreement (usually long-term agreement) has been concluded and the parking charges generally paid on a monthly basis.

3 Liability

3.1 FWAG shall not be liable in any way for the actions of third parties, including theft, forced entry or damage, regardless of whether the third parties were authorised or not to be in the parking area. It shall be liable for material damage caused by a system breakdown and for other material damage only if caused deliberately or through gross negligence by FWAG or its agents.

3.2 FWAG shall not be liable for damage caused directly or indirectly by force majeure, in particular by natural events.

3.3 Any damage to installations or other vehicles by User or damage to User's own vehicle must be reported immediately to FWAG before leaving the parking area at the pay desk in multi-storey car park 4.

4 Parking fees, arrears of payment (not for online parking)

4.1 The parking rates are displayed.

4.2 Short-term users may leave the parking area after paying the fee at the pay desk, machine or exit (not for online parking). Vehicles may leave the parking area within 5 minutes of entering for reasons mentioned in Paragraph 1.3 without charge. Long-term users may exit the parking areas with their entitlement card (long-term parking ticket).

4.3 On payment of the parking fee, User must pass the exit barrier within 20 minutes, otherwise the additional time must also be paid for.

4.4 Should the vehicle be parked continuously for more than 30 days, User should give FWAG contact data (name, address, telephone number, etc.); otherwise FWAG shall be entitled to charge for investigation.

4.5 In the event of arrears of payment by User, he/she shall be charged interest on the arrears of 12% per annum together with additional costs in the meaning of § 1333 para. 2 ABGB (in particular reminder, information and legal costs).

5 Maximum parking duration, removal of vehicle

5.1 Unless a special agreement (e.g. long-term parking agreement) has been made, the maximum parking duration shall be 30 days.

5.2 FWAG shall be entitled to remove the parked vehicle at User's expense and risk and then to keep the vehicle in safekeeping, or have it removed and kept, if

- the maximum duration has expired and after written notification has been sent to User or the owner of the vehicle or was ineffective or incapable of delivery or
- the parking fee exceeds the apparent value of the vehicle; it prevents or obstructs the car park operation as a result of leaking fuel, other fluids, or fumes as a result of defects – in particular defects affecting safety;
- it is not registered or registration becomes invalid during the parking period (e.g. through expiry or absence of the inspection sticker);

- it contravenes traffic regulations or causes an obstruction – in particular if towing away is justified according to the StVO (Austrian Highway Code) – or uses a disabled or otherwise reserved parking space without entitlement.

In the cases listed in Paragraph 5.2, FWAG shall be entitled to move or otherwise secure the vehicle in the parking area in such a way that it can no longer be driven away without the intervention of FWAG, the expenses incurred being chargeable to User.

5.3 In the event that

- a vehicle is parked in violation of the agreement;
- a vehicle is parked outside or not completely inside a marked parking space;
- a parked vehicle obstructs third parties;
- a vehicle occupies more than one space;
- the admissible parking duration has been exceeded;

FWAG shall be entitled to move the vehicle or have it moved and to attach it if necessary so that it can no longer be driven away without the intervention of FWAG, the expenses incurred being chargeable to User.

5.4 Until the removal of the vehicle from the parking area, FWAG shall be entitled to payment of the corresponding parking fee as well as the costs for removal and securing of the vehicle.

6 Regulations

6.1 User shall park the vehicle within a marked, vacant and suitable parking space other than a reserved or disabled parking space, secure and lock it and then leave the parking area without delay. Reference is made explicitly to the consequences of Paragraph 5.

6.2 The instructions of FWAG personnel or agents are to be followed in the interests of smooth operation.

6.3 The provisions of the Strassenverkehrsordnung (StVO) (Austrian Highway Code) as most recently amended shall apply accordingly. The speed limit is to be observed.

6.4 Marked disabled parking spaces may be used only by disabled persons in possession of a valid and visible disabled identity card in accordance with §29b StVO.

6.5 The following are prohibited in particular:

- smoking and the use of fire or open flames;
- depositing and storing objects of any kind, in particular inflammable and explosive items;
- entering or parking an LPG-driven vehicle
- maintenance, care or repairs, in particular refuelling a vehicle, charging batteries or draining engine coolant;
- revving or leaving the engine running for a lengthy period, sounding the horn;
- parking a vehicle with a leaking fuel tank or carburettor and other defects that could endanger the operation of the parking facilities;
- parking a vehicle without an official or temporary licence plate and / or without third-party insurance;
- distribution of publicity material without the written permission of FWAG;
- using a skateboard, scooter or inline skates, etc., in the parking area.

7 Loss of or damage to short-term or long-term parking ticket

7.1 The short-term or long-term parking ticket is to be kept in a safe place. User shall be liable for loss or damage.

7.2 Should a long-term parking ticket be no longer usable on account of damage, FWAG shall be entitled to charge for the expense of replacement. In the case of a short-term ticket, it may also charge the parking fee incurred.

7.3 Should a long-term parking ticket be lost, FWAG is to be informed without delay; the collector must identify himself/herself and present the car papers. In the event of the loss of a parking ticket, a flat rate parking fee of EUR 250.00 and a handling fee of EUR 25.00 will be charged.

8 Lien

8.1 To safeguard its monetary claims and all other claims in connection with the parking of a vehicle by User, FWAG shall be entitled to a lien on the parked vehicle.

8.2 To safeguard the lien, FWAG shall be entitled to immobilise the vehicle to prevent its removal. The attachment of a lien may be averted by making a security payment.

9 Conduct in the event of fire or smoke

9.1 In the event of a fire or smoke, a fire alarm is to be actuated and the fire brigade (122) notified. The report should include the following details: WHERE the fire is (approach roads), WHAT is on fire (building, vehicle), HOW MANY injured persons there are, WHO is calling (name). All instruction notices "What to do in case of fire" are to be followed.

9.2 Where necessary, possibly endangered persons are to be warned and injured or helpless persons evacuated.

9.3 Where possible and safe, attempts should be made to put out the fire with a suitable fire extinguisher, otherwise the parking area is to be vacated as quickly as possible on foot.

9.4 Do not use the lifts in the case of fire!

10 Video recordings

10.1 FWAG has a close-circuit television system to protect the site itself (parking area) operated in accordance with the provisions of the 2000 Data Protection Act (DSG 2000).

10.2 The video recordings are explicitly not designed to monitor the vehicle (see Paragraph 2.3) and do not imply liability by FWAG (see Paragraph 3).

10.3 FWAG shall be entitled to use the video recordings as allowed by the law (according to the definition in § 4 line 8 DSG 2000).

10.4 According to DSG 2000, Users are not entitled to obtain video recordings. However, FWAG shall be entitled on justified suspicion of a criminal act requiring official investigation to make the video recordings available to the responsible authority (for example, in the framework of an investigation prompted by a complaint or report by a user).

11 Place of performance and jurisdiction

11.1 Place of performance is Vienna.

11.2 Exclusive place of jurisdiction is the court with material jurisdiction for 1010 Vienna (Innere Stadt).

11.3 Austrian law shall be exclusively applicable without regard for the conflict of law doctrine or the UN Convention on Contracts for the International Sale of Goods or the Rome I Regulation.

12 Escape clause

Should one of the provisions be invalid, the validity of all other provisions of these Parking Terms and Conditions shall remain unaffected. The invalid provision is to be replaced by an admissible one that most closely corresponds to the economic purpose of the original regulation.

13 Übersetzungen

These Parking Terms and Conditions are written in German, which is binding for all matters in connection with them. Every version of these Parking Terms and Conditions in another language is intended merely for ease of understanding and has no legal validity. Specifically, the German version of these Parking Terms and Conditions shall have priority over any other language version.

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