

THE RULES, AND REGULATIONS FOR USING THE GUARDED CAR PARK BELONGING TO THE *BERRY*
APARTMENTS COMPANY

§ 1

1. These Car Park Rules, and Regulations determine the detailed conditions of using the parking spaces in the Car Park, located at ul. Straszewskiego 14, managed by Berry Apartments- Michał Mikulski (BA), hereinafter known as: The Car Park
2. Anyone, who enters the Car Park area, gives their consent to these Rules, and Regulations, and obliges to comply with them.
3. The Car Park is open 24 hours a day, 7 days a week.
4. The Car Park is guarded, and paid.
5. The amount of the fee charged for parking, is given in the price list, located at the entrance terminal, and in the booth near the car park exit.

§ 2

1. The subject of the contract is the renting out of a parking space. Pursuant to this contract, BA is responsible for the car, and the elements constituting its factory equipment.
2. BA is **not** responsible for the items left inside the car, in the event of not informing the car park staff of leaving items in the car, and the lack of a written consent, under pain of nullity, given by the Car Park Manager, to leave the items in the vehicle.
3. BA's responsibility for damage, as understood in art. 849 of the civil code, is restricted to the situation when there are visible traces of breaking into the vehicle.

§ 3

1. When entering the Car Park area, it is **obligatory** to:
 - a. Conclude a contract with BA, by collecting the parking ticket from the entrance terminal. You cannot leave the parking ticket in the vehicle, or make it available to third parties.
 - b. Keep the parking ticket until leaving the Car Park area.
2. Before leaving their vehicle in the Car Park, the Driver is obliged to show the vehicle, its anti-theft devices, and its registration card, to the Car Park staff, as well as to report:
 - a. All damage to the vehicle, as well as outer gear, and equipment deficiencies, including faults in anti-theft devices, if there are any.
 - b. Any additional outer equipment.
3. While maneuvering in the Car Park, the Driver is obliged to:
 1. Be extremely careful, and move at the maximum speed of 15 km/h.
 2. Abide by the rules of the Traffic Law Act (Act of 20th June 1997, O.J. № 98, item 602, with later changes)
 3. Comply with the orders of the Car Park staff, and security services.
 4. Any damage to a vehicle, which occurs while maneuvering, should be reported to the Car Park staff, and the Police immediately.
 5. The Driver bears full responsibility for any damage done to third parties, by them, by any persons accompanying them, as well as by any persons authorized by them to drive the vehicle
 6. The Driver is obliged to immediately inform the Car Park staff of the occurrence of any damage to the vehicle, however not later than before leaving the Car Park.
 7. The Driver is obliged to lock the vehicle (to lock all windows, and other openings, at least with factory-made locks), and to activate all anti-theft devices installed in it.
 8. The Driver is obliged to protect with due care outside the vehicle: the vehicle registration card, any keys, chips, keycards etc. which serve to start the vehicle, open the vehicle, or open, or switch off anti-theft devices.

9. The use of keys, documents, chips or keycards, by an unauthorized person, frees BA from liability for damages.

§ 4

The Driver's failure to comply with any of the rules stated in § 3, frees BA from liability for damages.

§ 5

1. On leaving the Car Park, the Driver is obliged to stop where the Car Park staff are, show the documents allowing them to leave in the vehicle, i.e. the parking ticket, and also, on demand, the vehicle registration card, identity card, or driver's license, and pay the fee for parking.
2. BA deems the Driver showing the parking ticket to be authorized to drive the vehicle, and to exit the Car Park in it.
3. In the event of the loss of the parking ticket, the vehicle can go out of the Car Park only after the confirmation of the Driver's identity, by their showing their vehicle registration card, identity document, or driver's license to a member of the Car Park staff, and after the payment of a flat fee amounting to PLN 200
4. In the event of the Driver's refusal to show their documents, or of the non-confirmation of identity, Car Park staff members shall inform the Police immediately.

§ 6

1. In the event of the loss of keys, or locking them in the vehicle, attempts to get into the vehicle may be undertaken by the Client only after the confirmation of their identity by the Driver showing the vehicle registration card, identity document, or driver's license to a member of the Car Park staff.
2. Any actions, undertaken in order to open the vehicle, the Client undertakes at their own peril, and bears full responsibility for any damage resulting from them.
3. In the event of the Driver's refusal to show their documents, or of the non-confirmation of identity, Car Park staff members shall inform the Police immediately.

§ 7

1. Drivers intoxicated by alcohol, or other abusive substances, may be denied the right to enter the Car Park, or to get the vehicle from it.
2. There is a total ban on drinking alcohol in the Car Park area.(The Restaurant garden is exempted from this rule)

§ 8

In accordance with article 461 of the civil code, BA may keep the vehicle until settling, or securing claims against Car Park Client.

§ 9

There is an absolute ban on entering the Car Park, to vehicles carrying any dangerous materials.

§ 10

BA is **not** responsible for:

- a. Damage done through no exclusive fault of BA
- b. Damage done in spite of looking after the vehicle with due diligence
- c. Damage done by third parties who are not BA employees
- d. Damage, which the behavior of the driver, or persons accompanying them to the Car Park
- e. Damage related to driving the vehicle in the Car Park while failing to abide by the rules of the Traffic Law Act (Act of 20th June 1997, O.J. № 98, item 602, with later changes)
- f. Damage due to force majeure (i.e.an external event, impossible to foresee, or prevent)
- g. Damage, which insurance protects against, due to the obligatory civil liability insurance of motor vehicle owners, damage resulting from the movement of the vehicles.
- h. Damage resulting from the loss, or making available to third parties, of vehicle documents, keys, and devices which serve to open the vehicle, or switch off its anti-theft devices.

§ 11

1. The vehicle may stay in the Car Park only for the purpose of being parked there.
2. Without the consent of the Car Park Manager, it is forbidden to:
 - a. Conduct any trade-related activity
 - b. Doing repairs to the vehicles, washing them etc.

§ 12

1. The claims concerning damages that had occurred in the Car Park, should be addressed directly to Car Park Insurer 2
2. All Insurer data necessary to notify of liability, can be attained from the Car Park Manager.
3. Complaints, and statements related to using the Car Park, are to be filed, in writing, to: Berry Apartments ul. Krakowska 17, 30-698 Lusina

RULES CONCERNING THE CLIENTS, WHO HAVE THE CAR PARK SEASON TICKETS:

§ 13

1. The Clients, who have the Car Park season tickets, are to comply with the general rules stated above, as well as, the ones stated in this section.
2. The Client, who has the season ticket, concludes the contract with BA on taking the keycard, or on entering the Car Park.

§ 14

1. In order to obtain the Car Park season ticket, you are to fill in a form entitled "Car Park season ticket application form", to be obtained from the Car Park Manager
2. The decision regarding assigning a parking space, is made by the Car Park Manager on the basis of the number of parking spaces available.

§ 15

You are to buy the season ticket before entering the Car Park

§ 16

1. When concluding the season ticket contract, the Client obtains a keycard, which gives him the right to enter the Car Park in/on a vehicle belonging to the group, the season ticket is valid for: a motorcycle, a passenger car, a minibus, a bus.
2. One season ticket gives you the right to park only one car at a given moment.
3. The Car Park season ticket must not be left in the vehicle in the Car Park.
4. The Car Park season ticket is to be returned on terminating the season ticket contract.

§ 17

1. The Client may obtain, for an additional fee, a monthly print-out stating all their entrances to, and exits from the Car Park, related to a given season ticket.
2. The print out, will be given to the Client together with the invoice.

§ 18

1. A season ticket bought for a given season is valid until the end of the season.
2. When the season ticket is no longer valid, the standard parking fee, will automatically be charged, in accordance with the current price list.

§ 19

The change of season ticket data, and resigning from the season ticket, shall both be made in writing

§ 20

The currently available types of season tickets, and their prices can be obtained from the Car Park Manager.

These Rules, and Regulations have been effective since 1st December 2017.