

Version: 10 July 2023



TECHNISCHE
UNIVERSITÄT
DARMSTADT

General Conditions of Use for the Parkhaus Lichtwiese of Technische Universität Darmstadt

Section 1 – Contractual Object

Technische Universität Darmstadt (hereinafter referred to as "TUDa") provides parking spaces for motor vehicles in the *Parkhaus Lichtwiese* according to the following regulations. With driving into the car park, a contractual relationship is entered into by paying for and accepting a parking ticket (payment in cash, by credit card or electronically) at the entrance to the car park. This contractual relationship allows parking of a vehicle for a limited period of time. Surveillance of the vehicle as well as provision of insurance protection are not subject of this contract. Use of the car park takes place at the driver's own risk.

Section 2 – General Provisions

- (1) The following conditions of use regulate the use of the *Parkhaus Lichtwiese* which is managed by TUDa's *Dezernat IV – Immobilienmanagement* (real estate management).
- (2) Possible service agreements (*Dienstvereinbarungen*) regarding use of parking spaces between TUDa and your staff representatives will remain unaffected by these Conditions of Use.
- (3) TUDa provides the contractual relationship for parking areas under private law.
- (4) Use of parking areas is chargeable and permitted with a valid parking permit only. Parking permits are (§33)
 - a. permanent parking permits (mobility card) of TUDa employees, students, and contractual partners; and
 - b. one-day parking permits, e.g., day tickets issued digitally or by parking machine.
- (5) Users of the car park need to comply with the regulations of *Straßenverkehrsordnung – StVO* (traffic regulations) as well as the *Straßenverkehrszulassungsordnung – StVZO* (German Regulations Authorising the Use of Vehicles for Road Traffic) each in their respective applicable version. Each driver using the car park needs to be particularly considerate of others using the car park and to park their vehicle in such a manner that others are not endangered or impeded.
- (6) Parking is only permitted in specifically identified and designated parking areas. Not permitted is, in particular, parking vehicles
 - a. permanently;
 - b. on tram lines, in driveways to buildings, on firefighting routes, on parking and manoeuvring areas for fire engines, directly in front of emergency exits and where vehicles may be blocking traffic and pedestrians;
 - c. in need of repair or which can no longer be driven or are deregistered;
 - d. with a gross vehicle weight of more than 3.5 tons, trailers, and similar transportation.
- (7) The car park shall be used appropriately and with care. Contaminations, repairs, storage of flammable materials, smoking, use of fire, and refilling a vehicle with petrol are prohibited. Disturbance of the peace and unnecessary working of the vehicle's engine shall also be refrained from.
- (8) Ladies' parking spaces as well as parking spaces for the severely disabled must be accessible for use by the entitled parties.

Section 3 – Machine Tickets

The car park is also open to the general public. In addition to the valid permanent parking permit as well as the one-day parking permit, a parking ticket can be bought from the car park terminal

("Machine Ticket(s)"). Here, the Terms of Use displayed at the respective car park terminal shall additionally apply.

Section 4 – Amount of Parking Price; Loss

- (1) One-day Machine Tickets can be bought (by payment in cash or EC card) from the car park terminal for a price according to Appendix 1 to these Conditions of Use. In case of an online booking via the app "Book-n-Park" by Green Mobility Solutions GmbH ("GMS"), the same amount will be charged.
- (2) If Machine Tickets are lost, a fee pursuant to the day rate needs to be paid.

Section 5 – Opening Hours

Parking is possible from 5:30 a.m. through 10:30 p.m. daily.

Section 6 – Violation of these Conditions of Use; Contractual Penalty

- (1) If a vehicle is parked in violation of these Conditions of Use, the owner of the parked vehicle is obligated to pay a contractual penalty of € 20.00.
- (2) Furthermore, TUDa reserves the right to have vehicles towed without warning and at their owner's expense in cases such vehicles are parked in violation of these Conditions of Use or pose a risk due to defects.
- (3) Moreover, in case of repeated violations of these Conditions of Use, TUDa shall be entitled to examine and implement a permanent exclusion from use of the Parkhaus Lichtwiese. For permanent parking permit holders, this means loss of their mobility card.

Section 7 – Liability of TUDa

- (1) Insofar as TUDa does not bear unlimited liability in case of loss of life, limb, or health, liability of TUDa as well as its agents for any damages to parked vehicles - with the exception of violating essential contractual obligations - is limited to intentional and grossly negligent conduct. This shall apply accordingly if damage occurs to a vehicle during towing such vehicle. TUDa shall not be liable for indirect damages, consequential damages as well as damages caused by *force majeure*.
- (2) Users of Parkhaus Lichtwiese shall be obliged to inform TUDa of any apparent damages to their vehicles immediately before leaving the car park. If this is not possible due to objective reasons, it shall be their responsibility to inform TUDa in writing within a period of three days after leaving the car park. If they fail to do so, all warranty claims and claims for damages shall have ceased after this three days' period. A claim for damages must always be submitted with proof that TUDa has culpably violated their contractual obligations. Furthermore, assertion of damages of any kind, even in cases of damage-related violations of these Conditions of Use, is excluded. This also applies in case of other compensational claims. TUDa cannot be held liable for damaged caused by theft or vandalism.

Section 8 – Liability of Users

Users are liable for all damages caused by themselves, their employees, representatives or accompanying persons of TUDa, or third parties. Notice of damage must be given according to section 7 (2). Waste shall be removed by the user immediately.

Section 9 – Data Protection

- (1) TUDa processes personal data of Parkhaus Lichtwiese's users according to the regulations of *EU-Datenschutz-Grundverordnung* ("DSGVO") (EU General Data Protection Regulation) as well as the *Hessische Datenschutz- und Informationsfreiheitsgesetz* ("HDSIG") (Hessian Data Protection and Freedom of Information Act), as necessary to perform all tasks in connection with parking management and administration of user relationships. Further information as to the data collection and data maintenance can be accessed on *Dezernat IV – Immobilienmanagement's* website.

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- (2) In accordance with Section 4 HDSIG, parking barrier systems are under video surveillance to monitor vehicle entry and exit points to ensure functionality of such parking barrier systems and to investigate property damage. Video surveillance as well as name and contact data of the person(s) responsible for such surveillance are indicated in a suitable manner.

Section 10 – Miscellaneous

- (1) Contact for all matters parking management and all other matters car parking is TUDa's *Dezernat IV - Immobilienmanagement* which can be contacted via email at mobilitaetskarte@zv.tu-darmstadt.de.
- (2) These Conditions of Use may be subject to change.

Section 11 – Coming into Force

These Conditions of Use come into force with signing.

Darmstadt, 05 July 2023

[signature of Stefan Weisenseel]

Stefan Weisenseel
Deputy Chancellor of Technische Universität Darmstadt

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Appendix 1 to the General Conditions of Use for the Parkhaus Lichtwiese of
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Payment

Parking permit for one day

2,50 €

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