

General Terms and Conditions for the Parking Facilities of TGO Hotel Landshut GmbH

1. Scope of Application

1.1 These General Terms and Conditions (GTC) apply to the use of all parking areas, parking garages, and underground car parks (hereinafter collectively referred to as “parking facilities”) of TGO Hotel Landshut GmbH, regardless of whether they are provided free of charge or for a fee. By entering the parking facility, the user acknowledges these GTC as binding.

1.2 The contract for the use of the parking facility is concluded by entering the parking facility or by parking a vehicle. There is no entitlement to a parking space.

2. Contractual Parties

2.1 The contractual parties are the respective operating company of TGO Hotel Landshut GmbH (hereinafter referred to as the “Hotel” or “Operator”) and the user of the parking facility (hereinafter referred to as the “User”).

3. Purpose of Use

3.1 The parking facilities are intended exclusively for parking registered, roadworthy, and operationally safe motor vehicles. Any other use (e.g. refilling operating fluids, repairs, washing vehicles, parking trailers without a towing vehicle, storage of objects) is prohibited.

4. Parking Regulations

4.1 Use of the underground car park, as well as access routes and entrances, is at the user's own risk.

4.2 Instructions given by the operator's staff must be followed.

4.3 Vehicles must be parked within the marked parking spaces.

4.4 The applicable traffic and safety regulations must be observed.

4.5 The German Road Traffic Regulations (StVO) apply accordingly within the parking facilities.

4.6 The user must properly lock the vehicle and secure it against rolling away.

4.7 Cleaning of the parking area is carried out by the Hotel. However, the user must immediately remove any contamination caused by them. If this obligation is not fulfilled, TGO Hotel Landshut GmbH will arrange for cleaning at the expense of the person responsible.

5. Fees and Payment Terms

5.1 Use of the parking facility is subject to a fee. The prices displayed or otherwise announced on site apply.

5.2 The rental fee for each occupied parking space is determined in accordance with the posted price list.

5.3 The parking fee must be paid before leaving the parking facility or in accordance with the payment methods specified on site.

5.4 In the event of loss of parking tickets, parking cards, keys, or electronic access media, the operator will charge a flat replacement fee of EUR 80.00.

6. Liability of the Operator

6.1 The parking facilities are provided solely as parking space. No safekeeping (custody) agreement is concluded.

6.2 The operator is only liable for damage caused by intent or gross negligence on the part of

the operator or its vicarious agents.

6.3 The operator assumes no liability, insofar as legally permissible, for damage caused by third parties, force majeure, fire, theft, vandalism, or natural events.

6.4 Liability for loss of or damage to items located in the vehicle is excluded unless caused by intent or gross negligence.

7. Liability of the User

7.1 The user is liable for all damage caused by themselves, their accompanying persons, or items they bring into the parking facility.

7.2 The user is obliged to report any damage to the operator immediately.

8. Safety and Fire Protection Regulations

8.1 The storage of flammable, explosive, or otherwise hazardous substances is prohibited.

8.2 Smoking is strictly prohibited in the parking facilities unless expressly indicated otherwise.

8.3 Emergency exits, escape routes, fire brigade access routes, and technical installations must not be blocked.

9. Video Surveillance

9.1 Where parking facilities are subject to video surveillance, this is carried out to exercise domiciliary rights, ensure user safety, and prevent and investigate criminal offenses. The processing of personal data is carried out in accordance with applicable data protection regulations. Recordings are deleted after 3 days and are only reviewed when necessary.

10. Duration of Use and Parking of Vehicles

10.1 Vehicles may only be parked for the agreed or posted duration.

10.2 The operator is entitled to have vehicles that are parked unlawfully or beyond the permitted duration removed at the user's expense.

11. House Rules

11.1 The operator exercises domiciliary rights. In the event of violations of these GTC or the parking regulations, the user may be excluded from further use.

12. Final Provisions

12.1 Amendments or supplements to the contract, the acceptance of the application, or these GTC must be made in writing. Unilateral changes by the customer are invalid.

12.2 The place of performance and payment is the registered office of the Hotel.

12.3 In commercial transactions, the place of jurisdiction is the registered office of the Hotel. If a contractual party has no general place of jurisdiction in Germany, the registered office of the operating company shall also apply.

12.4 German law applies; the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules do not apply.

12.5 Should individual provisions be invalid, the validity of the remaining provisions shall remain unaffected; the statutory provisions shall apply additionally.