



PORT OF KIEL

# GENERAL TERMS AND CONDITIONS

for using the valet parking service for cruise passengers  
of SEEHAFEN KIEL GmbH & Co. KG  
valid from 01 January 2021

## § 1 SCOPE

These conditions for parking apply to valet parking bookings via the online parking booking system ("port parking") of SEEHAFEN KIEL GmbH & Co. KG (hereafter referred to as PORT OF KIEL).

## § 2 CONCLUSION OF CONTRACT / RENTAL CONTRACT

The prospective customer shall provide the PORT OF KIEL with the following information via a binding booking request:

- Surname, first name
- Full address including postal code and city
- Email address
- Vehicle registration number
- Beginning and end of the rental period (first and last day)

The booking request is an offer for the conclusion of a rental contract for using the valet parking service by PORT OF KIEL. The offer is binding and may be accepted by the PORT OF KIEL within seven calendar days after receipt by PORT OF KIEL in a booking confirmation via email. The rental contract for the parking space shall be concluded on receipt by the customer of the booking confirmation via email (notice of acceptance). After receipt of the booking confirmation, the customer must pay rent for the entire rental period. Payment is to be made via credit card (VISA and MasterCard) or by direct debit. Direct debit payment is only available for accounts with credit institutes based in Germany (payment transactions not requiring IBAN or BIC). After receipt of payment to the stipulated account, the customer receives a confirmation including directions and agenda.

## § 3 OBJECT OF THE CONTRACT

The object of the valet parking service is the acceptance of the customer's resp. cruise passenger's car at the drop-off point at the Ostseekai Cruise Terminal (Ostseekai 1, 24105 Kiel, see directions in confirmation e-mail), the car being transferred to a car park (fenced open air area, unsupervised, video surveillance with camera recording), the cession of a parking space and the retransfer and return of the car at the collection point after finishing the cruise. The customer is not entitled to a specific parking space. During the parking of the customers car at the terminal, CCTV coverage will be in operation, the car is not guarded beyond that, thus PORT OF KIEL does not assume any duty to exercise proper care.

The PORT OF KIEL can also commission a subcontractor to collect, transfer and return the car. The car is handed over by the customer at

the drop-off point at the cruise terminal on the embarkation day as of the time when embarkation begins until its end. The car is returned to the customer at the time stipulated in the booking confirmation at the handover point at the cruise terminal on the day of disembarkation.

For **transferring the car** to the car park (**approx. 14 km per leg**), the PORT OF KIEL or its subcontractor drive the car from the handover point to the parking space and back. The customer has to make sure that sufficient fuel/battery power is available for both ways. The PORT OF KIEL does not fuel or charge your car.

We only accept passenger cars without trailers. The accelerator, brake and clutch pedals must be fully functional. Any electronic parking assistant and self-driving functions must be deactivated. The acceptance of oversized cars (height of vehicle > 1.90 m), broadloom cars (width of car > 2 m) or overlong cars (length of car > 5 m) is subject to prior agreement by PORT OF KIEL.

The PORT OF KIEL does not take charge of the objects left behind in or at the car by the customer.

The PORT OF KIEL is authorised to remove the car from the parking space at the cost and risk of the customer if:

- a car becomes a general hazard due to any defect (e.g. loss of fluids like oil, radiator coolants or fuel);
- an accepted car does not have a valid motor vehicle licence or the latter expires during the contract

## § 4 RENTAL PRICE

Rental prices are calculated according to the price list published at [www.portparking.de](http://www.portparking.de). The actual amount of rental payment is based on the booking request. Payment is to be made immediately in advance of arrival. The prices include the statutory value-added tax.

### **Special conditions for payment by direct debit or credit card, i.e. MasterCard or VisaCard**

If a customer selects payment by direct debit, MasterCard or VisaCard, the following special conditions apply: The contracting parties in this respect are the PORT OF KIEL and myParkFlyUG (limited liability), Pappelallee 78, 10437 Berlin who are liable as joint debtors towards the User. That means, inter alia, that the contractual obligation of the one contracting party expires when the other party has provided the service. Events such as contestation or cancellation of the contract made with the customer or withdrawing from it, service delay or impossibility of



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performance by one of the contracting parties or any other of the events mentioned in § 425 Abs. 2 BGB (German Civil Code) always take effect for and against both contracting parties (contrary to § 425 Abs. 1 BGB). The PORT OF KIEL and myParkFly UG do not form a company but act for themselves. The PORT OF KIEL and myParkFly UG solely act on their own behalf towards the customer, unless something different has explicitly been stipulated. Although the PORT OF KIEL and myParkFly UG are both entitled to demand full payment, naturally the customer has to pay only once. However, the customer must consider that he must not make his payment to PORT OF KIEL and/or myParkFly UG at his discretion (contrary to § 428 S. 1 BGB) but solely to the one demanding payment of him (so-called "Unechte Gesamtgläubigerschaft", § 428 S. 1 BGB). To this end, the customer only has to follow the instructions on the Port Parking Websites. It is the PORT OF KIEL who is the customer's point of contact for any questions about his parking space booking or the Port Parking Websites.

### § 5 INSTRUCTION OF REVOCATION

Consumers have the right of recession (see § 312 g section. 1, § 355 BGB). According to § 13 BGB, a consumer is any natural person who concludes a legal transaction that is mostly neither related to their commercial nor their self-employed business.

#### Right of recession

You have the right to withdraw from the contract without giving any reasons within 14 days. The withdrawal period is fourteen days from the day of the contract conclusion.

In order to exercise your right of recession you must inform us - SEEHAFEN KIEL GmbH & Co. KG, Schwedenkai 1, 24103 Kiel, tel. +49 431 9822-399, fax +49 431 9822-138, portparking@portofkiel.com about your decision to withdraw from the contract by a clear statement. You can use the template attached, however, it is not mandatory.

To comply with the notice period, it is sufficient to send the message about your exercising the right to recession before the notice period lapses.

#### Consequences of recession

If you withdraw from this contract, we are to refund any payments received from you immediately and within fourteen days from the day that we received your cancellation at the latest. For this reimbursement we will use the same method of payment that you used for your original transaction unless something different has been explicitly agreed with you; in no case will there be charged any fees to you due to this reimbursement.

If you insisted on beginning the service during the withdrawal period, you are to pay us an appropriate amount corresponding to the ratio of the services provided up to the point in time where you informed us about your withdrawing from this contract in comparison to the overall scope of the services stipulated in the contract.

### § 6 WITHDRAWAL/WITHDRAWAL FEE

The customer may withdraw from the rental contract in advance of the agreed start of the rental period. Notification of withdrawal must be made either in writing, by fax or by email. Notification of withdrawal should be addressed to: SEEHAFEN KIEL GmbH & Co. KG, Schwedenkai 1, 24103 Kiel, Germany; fax: +49 (0)431 9822 138, email: portparking@portofkiel.com.

The legal effectiveness of the withdrawal shall depend on the time of receipt of the notification of withdrawal by the PORT OF KIEL. The customer may withdraw from the contract free of charge up to 56 days before the start of the rental period. In the event of withdrawal later than this, the PORT OF KIEL has the right to demand payment of a withdrawal fee amounting to:

25% of the rental price for withdrawal	up to 42 days before the start of the rental period
50% of the rental price for withdrawal	up to 14 days before the start of the rental period
90% of the rental price for withdrawal	up to 13 days before the start of the rental period

The customer shall be free to provide proof that no damages were incurred by the PORT OF KIEL or that the damages incurred were lower than the withdrawal fee agreed.

### § 7 TERMINATION OF THE RENTAL CONTRACT

After expiry of the contract period, the customer shall pick up his car within the period of time stipulated in the booking confirmation at the handover point at the cruise terminal. In the event of non-compliance with this rule, the PORT OF KIEL reserves the right to remove the vehicle at the risk and expense of the customer. Furthermore, the PORT OF KIEL is entitled to compensation for use for the entire usage period until removal/pick up of the vehicle amounting to the rental price as given in the price list.

### § 8 LIABILITY ON THE PART OF THE PORT OF KIEL

The customer shall report any damages detected at the car to the PORT OF KIEL without delay, preferably upon picking up the vehicle. Claims for damages will not be accepted where notification is not made promptly.

The PORT OF KIEL does not take charge and does not assume liability for any objects, especially valuables or electronic devices that have been left behind in or at the car by the customer. Such objects are not insured against theft, fires and/or loss, damage or destruction.

Furthermore, any liability for loss of add-on pieces mounted to the car such as hubcaps, spoilers and antennas is excluded.

The PORT OF KIEL is not liable for reaching the ship or any other onward transport connection on time.



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If a car does not start due to a technical defect, it is the customer who shall find a remedy. If the car does not start upon its return, the PORT OF KIEL does not assume liability.

The exclusion and limitation of liability do not apply to damages arising from injury to life, body and health if the PORT OF KIEL is responsible for the injury and neither does it apply to damages caused by intent or grossly negligent violation of duty on the part of the PORT OF KIEL.

Furthermore, the exclusion and limitation of liability do not apply to intentional or negligent violations of contractual duties that are so essential that their fulfilment enables the contract performance in the first place and which are duties of a kind on whose compliance the customer can frequently rely on (so-called cardinal duties). Where the cardinal duties are violated in a slightly negligent way, liability shall be limited to the compensation of the typically foreseeable damage (typical for this type of contract).

A violation of duty on the part of the PORT OF KIEL is equal to that of a legal representative or vicarious agent.

### § 9 LIABILITY ON THE PART OF THE CUSTOMER

Upon booking the parking space, the customer assures that the car has a valid motor vehicle licence and that it disposes of the legally required liability insurance coverage both valid until the return of the car by the PORT OF KIEL to the customer. The customer is liable according to the legal regulations. In cases of liability due to pollution of the ground or the groundwater, remedy shall be provided by an authorised expert company at the expense of the customer. In these cases the customer has no right to carry out rectification himself.

### § 10 RIGHT OF LIEN

The PORT OF KIEL shall have a right of retention and a legal right of lien concerning the customer's parked vehicle resulting from any claims derived from the rental contract.

### § 11 DATA PROTECTION

Data concerning orders and addresses is collected, stored and processed in so far as this is required for processing a booking and contract.

The PORT OF KIEL commissions service companies with the processing of payments connected with contracts as well as with the acceptance, transfer and return of the cars. In order to fulfil these tasks, the service companies have access to the personal order and address data; however, any use of this data for any other purposes is not permitted. No further transfer of the data to third parties shall occur, unless the PORT OF KIEL is obliged to do so according to mandatory provisions, or unless this is necessary for collecting fees. The customer consents to the use of their data under the aforementioned circumstances.

### § 13 FINAL PROVISIONS

The laws of the Federal Republic of Germany shall apply.

The place of performance and jurisdiction is Kiel, as far as such an agreement is permitted by law. Should one or more clauses of these conditions for parking be or become invalid, this shall not affect the validity of the remaining clauses.

Online dispute resolution according to Art. 14 section 1 Online Dispute Resolution regulation: The European Commission provides a platform for online dispute resolution (ODR): The platform can be found at <http://ec.europa.eu/consumers/odr/>

Information as per § 36 VSBG

The PORT OF KIEL is not willing to participate in any procedures for settling consumer disputes by an arbitration body and is not obliged to do so.

SEEHAFEN KIEL GmbH & Co. KG  
Schwedenkai 1, 24103 Kiel, Germany  
T +49 (0)431 9822-0  
– Managing Director –



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### WITHDRAWAL FORM

**(If you want to withdraw from this contract,  
please fill out this form and send it to us by e-mail  
or fax.)**

- To: SEEHAFEN KIEL GmbH & Co. KG,  
Schwedenkai 1, 24103 Kiel  
T +49 431.98 22-399  
F +49 431.98.22-138  
portparking@portofkiel.com

Hereby I/we (\*) withdraw from the concluded  
contract

about booking parking spaces, ordered on

\_\_\_\_\_ ID: \_\_\_\_\_

- Name and address of the consumer(s):

\_\_\_\_\_  
\_\_\_\_\_

- Bank account (IBAN/SWIFT):

\_\_\_\_\_  
\_\_\_\_\_

- Signature of the consumer(s) (when sending fax  
only)

\_\_\_\_\_

- Date:

\_\_\_\_\_

\_\_\_\_\_

(\*) Delete as applicable