

UNGUARDED CAR PARK RULES OF THE CROCUS**** HOTEL

The car park/garage is owned and managed by Notówka Sp. z o.o.

The car park/garage is open on a 24/7 basis. However the Administrator has the exclusive right to close or open the car park/garage at its own discretion, exclude the car par/garage, fully or partially, from use or change the opening hours.

Notówka Sp. z o.o., as the Administrator, is not liable for: any damages resulting from Force Majeure; losses, damages or destructions to vehicles left in the car park/garage, any accessories and other properties left in those vehicles or in the car park/garage, any damages resulting from the use of the car park/garage otherwise than in accordance with defined legal regulations and these Rules, caused by car par/garage users or third parties, including traffic or parking damages to vehicles or people using the car park/garage.

I

1. A car park/garage user is a natural person that uses the car park/garage (vehicle driver entering or leaving the car park/garage, using a vehicle in the car park or a vehicle owner), hereinafter referred to as the "car park/garage user".
2. Based on these Rules, Notówka Sp. z o.o. enters into agreements on the paid use of parking places with car park/garage users.
3. The car park/garage user must familiarise themselves with and obey these Rules.
4. All disputable matters are governed by the Rules and applicable legal regulations.

II

1. The moment the car park/garage user collects a ticket from the ticket dispenser or uses a transponder card and enters the car park/garage, they enter into an agreement concerning the rental of one parking place with Notówka sp. z o.o. under terms and conditions set out herein, which means that the car park/garage user commits themselves to obey these Rules. The rental agreement expires when the user leaves the car park/garage.
2. Before entering the car park/garage:
 - a) the vehicle must arrive at the ticket dispenser;
 - b) the user must press the button to collect a ticket (with the entrance date and time) or place the transponder card in front of the reader;
 - c) the user must wait until the barrier is lifted fully.
3. The entrance and exit barrier are closed immediately after each vehicle that passes the gate. If two or more vehicles pass the barrier at the same time, the vehicles and the automated car park/garage operation system may be damaged, which the vehicle drivers will be liable for.
4. The ticket must be collected or the transponder card must be placed in front of the reader every time the vehicle enters or exits the car park/garage, whether the entrance and/or exit barrier or the garage door is open or closed.
5. The car park/garage may only be used by passenger cars of the maximum authorised mass of up to 3.5 tons. All other vehicles exceeding or not exceeding the above authorised mass (motorcycles, motorbikes, buses, coaches, etc.) must pay a fee in accordance with the pricelist attached hereto as Appendix No 1.
6. If the car park/garage user is suspected of violating these Rules or commonly applicable legal regulations, the car park/garage service staff have the right to initiate an investigation, call relevant services and refuse the entrance to the car park/garage or request the user to leave the car park/garage immediately.
7. The car park/garage user may park in any of designated places, except for places marked as reserved (with a post, tape, etc.) by the Crocus**** Hotel. The car park/garage user has the right to use one of designated parking places in such a way so that other parking places can be used by other users.
8. Before leaving the vehicle, the car park/garage user must:
 - a) switch all electrical recipients off;
 - b) remove the key;
 - c) check whether all cigarette butts in ashtrays have been put out;
 - d) take all visible objects which could be stolen and which are not fixed permanently from the vehicle (including, without limitation, radios, etc.);
 - e) lock and check all doors, windows, boots;
 - f) check whether vehicle is parked correctly, i.e. in the designated place and in the way that does not prevent other users from using the car park;
 - g) take a parking ticket or a transponder card.

III

1. The car park/garage user is responsible for all damages caused in the car park/garage of the Crocus**** Hotel and to third parties within the car park/garage.
2. The Crocus**** Hotel is not liable for any damages resulting from Force Majeure, theft, damages or destruction of vehicles in the car park/garage or objects left inside those vehicles or vehicle accessories.
3. Notówka Sp. z o.o. is not liable for traffic damages caused by car park/garage users or third parties to vehicles and people using the car park/garage.

IV

1. The car park/garage user must pay parking fees before leaving the car park/garage at the Crocus**** Hotel reception desk on the basis of the ticket with the entrance date and time. The fees are charged in accordance with the pricelist attached hereto as Appendix No 1, which forms an integral part of these Rules.
2. Before leaving the car park/garage, the user must:
 - a) pay a relevant fee at the Crocus**** Hotel reception desk;
 - b) in the garage, must place the transponder card in front of the reader on the wall to open the gate;
 - c) drive the vehicle near the exit ticket machine;
 - d) put the ticket inside the ticket machine or place the transponder card in front of the reader;
 - e) wait until the barrier is lifted fully.
3. The user must leave the car park/garage within 30 minutes of ticket payment. Otherwise, the parking fee must be paid again.
4. If the ticket is lost, this must be reported to the Crocus**** Hotel reception desk and:
 - a) the car park/garage user must make a statement on ticket loss, as well as the arrival date and time, vehicle make and plate number, so that user's statement could be verified;
 - b) a substitute ticket will be issued and a fee will be charged in accordance with the applicable pricelist;
 - c) if there are any doubts about the user's statement, reception desk or security staff of the Crocus**** Hotel have the right to verify the data on the basis of documents or call the police.
5. If the car park/garage is used without valid ticket or transponder card, the fee must be paid in accordance with the applicable pricelist.
6. If requested by the car park/garage user, an invoice will be issued by a reception desk employee that collects the fee.

V

1. In the car park/garage, it is forbidden to:
 - a) carry out any trading activities;
 - b) make a mess or soil the area;
 - c) use fire;
 - d) enter with vehicles transporting flammable, corrosive, explosive materials or any other materials or substances that can pose a threat to people or property, except for vehicles that have been accepted by Notówka Sp. z o.o.;
 - e) park any vehicles that are not in good working order.
2. If the car park/garage user violates these Rules, Notówka Sp. z o.o. may terminate the parking place rental agreement without notice with immediate effect and take measures necessary to recover the state that complies with these Rules, including the removal of the vehicle from the car park/garage at the user's cost plus a contractual penalty of PLN 1000.00.
3. In the cases referred to in § 5.2, the car park/garage user must pay all costs of the removal of their vehicle from the car park/garage and the protection and storage of such a vehicle until it is collected by the user.
4. Notówka Sp. z o.o. has the right to remove vehicles from the car park/garage in the case of a sudden and justified threat. In the event the vehicle has had to be removed to protect it against permanent damage, the user will pay the cost of such a removal.
5. In the event the fee is not paid, Notówka Sp. z o.o. may take all measures to evidence the agreement concerning the rental of a parking place in the car park/garage and claim all amounts due on the basis of general regulations.
6. The compliance with the rental agreement will be monitored within the whole car park/garage by persons authorised by the management of the Crocus**** Hotel.

VI

1. In the car park/garage:
 - a) traffic regulations set out in the Road Traffic Act of 20 June 1997 must be complied with;
 - b) it is forbidden to park vehicles outside designated parking places;
 - c) the speed limit of 20 km/h must be obeyed;
 - d) it is forbidden to drive inside the garage with vehicles with LPG or EV systems or vehicles which are more than 2.0 m high.

VII

1. Transponder cards are owned by the Crocus**** Hotel.
2. They must not be rented or made available to third parties.
3. If damaged or lost, the owner must pay the cost of a new card.

VIII

1. All complaints and requests concerning the use of the car park/garage must be delivered in writing to Notówka Sp. z o.o. ul. Chałubińskiego 40, 34-500 Zakopane or by e-mail to recepca@hotelcrocus.pl.