

### **§ 1 Scope of application**

The General Terms and Conditions of Flughafen Köln/Bonn GmbH (hereinafter referred to as the "Lessor") for employee parking outside the security area shall apply to the use of the employee parking areas P5, P2, P2c, P2d and P3 at Cologne/Bonn Airport. General Terms and Conditions used by the User shall not apply.

### **§ 2 Object of Use, Parking Authorisation, Obligations of the User**

1. The Lessor makes the employee parking spaces P5, P2, P2c, P2d or P3 at Cologne/Bonn Airport available to certain persons or companies (hereinafter referred to as "User") for parking under the following conditions.
2. The use of the employee parking spaces is only permitted if the User's or employee's place of work is located on the civilian area of Cologne/Bonn Airport.
3. The parking spaces may only be used for business purposes. Private use is not permitted. The Lessor is entitled to check this.
4. There is no legal entitlement to a specific employee parking space. Use is dependent on the parking spaces available at the time of actual use. If all parking spaces are occupied, the User shall not be entitled to a substitute parking space.
5. In the event of use of the parking spaces by the Lessor (e.g. for special events), the User will be offered an alternative parking space.
6. Each parking permit issued is the property of the Lessor and is issued to the User for a specific purpose and may only be used by the User. The transfer to third parties is prohibited. The Lessor is entitled to block and confiscate the parking permit in the event of improper use.
7. The loss of a parking permit must be reported immediately. Each loss will be charged with € 15.00.
8. Users may only pass on the parking fees to their employees in the amount of the usage fees plus taxes listed in the current price list for employee parking outside the security area.

### **§ 3 Issue of the parking permit**

1. The application for a parking permit for one of the employee parking spaces is made informally by e-mail to [parkkarten@koeln-bonn-airport.de](mailto:parkkarten@koeln-bonn-airport.de) with the following information:
  - Name of the User,
  - Name and airport ID number of the User's employee,
  - Designation of the employee parking space (P5, P2, P2c, P2d or P3),
  - Method of payment (per month or calendar year), if information on the method of payment is missing, payment will be made per month,
  - billing address.
2. Authorisation to use is granted by activation of the respective Airport ID Card. Users or employees of the User who are not in possession of an Airport ID Card will receive a separate parking card for use. In this case, authorisation is granted by issuing the parking card.
3. Entry and exit to the allocated parking area is effected by using the Airport ID Card/Parking Card at the transponder symbol on the barrier system.
4. Fixed parking spaces are not allocated. Each User has the free choice of parking space on the parking spaces marked for this purpose.
5. An employee of a User is only authorised to use one parking space. The application and settlement can only be made through his employer.
6. The standing time per day of use is not limited. However, the number of hours used shall have an effect on the usage fee payable in accordance with § 4.

### **§ 4 Usage fee**

1. For the use of the employee parking spaces, the User shall pay a fee in accordance with the price list (published at [Terms, Conditions & fees - B2B - Cologne Bonn Airport \(cologne-bonn-airport.com\)](https://www.cologne-bonn-airport.com/terms-conditions-fees-b2b) for the parking permits issued to him or his employees.
2. The User may choose between a calendar yearly and a monthly payment of the usage fees.
3. The payment of the calendar yearly fee shall be made in advance by transfer to an account of the Lessor or by direct debit. The usage fee plus VAT shall be paid within 14 days of the invoice date. If the

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parking permit is issued in the current calendar year, the calendar year will be charged in full. If the parking permit is returned/cancelled in the current calendar year, no refunds will be made for the remaining unused months of this calendar year.

4. Payment of the monthly fee shall be made in advance by transfer to an account of the Lessor or by direct debit. The usage fee plus VAT shall be paid within 14 days of the respective invoice being issued.

5. The Lessor is entitled to monitor and evaluate the parking behaviour. The Lessor shall notify the User in writing of any exceeding of the maximum hourly quota by submitting the relevant data records.

6. If the maximum monthly / annual hourly quota is exceeded, the User shall pay an additional fee according to the price list (published at [Terms, Conditions & fees - B2B - Cologne Bonn Airport \(cologne-bonn-airport.com\)](#)).

7. Monthly changes will only be taken into account in case of monthly payment:

- If the parking authorisation is issued in the current month up to and including day 26, the current month will be charged in full.

- If the parking permit is cancelled in the current month up to and including day 5 of the following month, the current month will not be charged. If the parking permit is cancelled by the User, this parking permit can be reactivated after 3 months at the earliest.

### **§ 5 Term, Termination, End of the Parking Permit**

1. The user contract and the parking authorisation shall commence with the coding of the airport identification card or the issue of the parking card and shall be concluded for an indefinite period of time.

2. Both contracting parties may terminate the user contract as a whole or individual parking authorisations of the User's employees. If the user contract as a whole is terminated, the user contract and the parking authorisation of the respective employees shall end simultaneously. The user contract shall be terminated in writing. If the User is an individual, the user contract may also be terminated by terminating the parking authorisation in accordance with § 5 paragraph 3. For the User who is an individual, the user contract always ends with the termination of the parking permit.

3. The termination of one or more parking permits shall be effected by the User by sending a corresponding notification by email to [parkkarten@koeln-bonn-airport.de](mailto:parkkarten@koeln-bonn-airport.de) or in text form (fax, etc.) at the end of the month in the case of monthly payment or at the end of the calendar year in the case of calendar yearly payment. With the termination, the relevant parking code card(s), if available, must be returned. Cancellations of parking permits by the Lessor shall be made in text form.

4. The right of both contracting parties to terminate the contract for good cause shall remain unaffected. In addition to the statutory provisions on extraordinary termination, good cause shall be deemed to exist in particular if the other party fails to fulfil obligations arising from this contract or fails to do so in good time despite a reminder. A reminder is dispensable if it obviously promises no success.

5. The Lessor shall be entitled to terminate the user contract with immediate effect for good cause, in particular if the User is more than one month in arrears with the payment of the usage fee.

6. If the User terminates an employment contract with an employee who has a parking authorisation, the latter's parking authorisation shall end upon termination of the employment contract, provided that the User sends the Lessor a corresponding notification by email to [parkkarten@koeln-bonn-airport.de](mailto:parkkarten@koeln-bonn-airport.de) or in text form (fax, etc.). The parking code card must be returned to the Lessor immediately upon termination of the employment contract.

### **§ 6 Terms of use**

1. Only passenger cars without trailers and vans up to max. 3.5 t. total weight ("Vehicles") may be parked in the employee parking spaces. Use with trailers of any kind is prohibited.

2. A prerequisite for parking authorisation is always that the parked vehicle has third-party liability insurance, an official registration number (§ 29 StVZO) and a valid official inspection sticker (e.g. TÜV).

3. Vehicles may only be parked within the marked parking spaces and only one vehicle per parking space.

4. Within the employee parking spaces, vehicles may only be moved at a maximum of walking speed.

5. The following shall not be permitted in the employee parking spaces:

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- the storage of fuel and flammable objects as well as empty fuel containers,
- the unnecessary running of engines,
- parking of vehicles with leaking fuel tanks or engines or in any other unsafe condition,
- staying in staff car parks, especially camping,
- the repair or maintenance of vehicles,
- soiling the employee parking spaces, in particular by cleaning the vehicle, draining coolant, fuel or oil.

6. The User must also follow the instructions of the Lessor's staff and observe the traffic signs and information signs on site. In all other respects, the provisions of the Road Traffic Regulations shall apply accordingly.

### **§ 7 Security measures, video surveillance, damage**

1. Guarding, surveillance, custody and the granting of insurance cover are not the subject of the user contract. Even if the Lessor's personnel is present in the employee car park or the car park is monitored by optical-electronic equipment (video surveillance), this does not imply any assumption of custody or liability, in particular not for theft or damage. The responsible body for video surveillance within the meaning of the BDSG is Flughafen Köln/Bonn GmbH, Heinrich-Steinmann-Str. 12, 51147 Köln, mailto: [info.dbs@koeln-bonn-airport.de](mailto:info.dbs@koeln-bonn-airport.de).

2. Vehicles may only be parked in the marked areas (parking pockets). Vehicles parked outside the marked areas may be towed away and parked at the owner's expense.

3. If a User causes damage to parked cars or airport facilities, this must be reported immediately.

4. Damage must be reported to Airport Security at 02203 40 4255. The person causing the damage shall remain at the site of the damage until Airport Security staff have recorded the damage. The instructions of Airport Security must always be followed.

5. In the event of an emergency, the airport fire brigade must be informed by dialling 112.

6. In the event of a breach of the conditions of use in accordance with § 6 or in the event of other disruptions to possession, the Lessor is entitled to have the vehicle / trailer towed away at the expense of the User. Furthermore, the Lessor is entitled to remove the vehicle from the car park in the event of urgent danger.

### **§ 8 Liability of the Lessor**

1. Claims for compensation for loss of profit including futile expenses are excluded.

2. The Lessor's warranty liability regardless of fault due to initial defects of the rental object is excluded.

3. Claims for damages by the User in other respects, including those arising from pre-contractual obligations and unlawful acts, may only be asserted insofar as they are

a) are based on intent or gross negligence on the part of the Lessor or his vicarious agents or

b) on the negligent breach of an essential contractual obligation by the Lessor or his vicarious agents or

c) a negligent breach of duty by the Lessor or its vicarious agents resulting in injury to life, body or health, or

d) is based on a mandatory statutory liability of the Lessor or its vicarious agents.

4. The Lessor shall not be liable for damage caused solely by natural events, other users or other third parties and in particular as a result of theft or damage to the vehicle by third parties.

### **§ 9 Data protection**

1. The contracting parties shall process personal data arising in the course of the performance of this contract (e.g. name and vehicle registration number of employees) in compliance with the relevant data protection regulations.

2. The contracting parties shall maintain appropriate technical and organisational measures commensurate with the imminent risk to ensure data security, in particular to protect personal data from unintentional or unlawful disclosure by third parties. The contracting parties shall also maintain appropriate technical and organisational measures commensurate with the imminent risk, which are designed to effectively implement the data protection principles such as data minimisation and data protection through technology design and through data protection-friendly default settings. Measures pursuant to sentences 1 and 2 above shall be implemented taking into account the respective state of

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the art, the implementation costs as well as the type and scope of the respective data processing and shall be maintained and adapted during the processing period.

3. The contracting parties shall fulfil the rights of data subjects in accordance with the provisions of data protection law. If a Party transfers personal data to the other Party, the transferring Party shall be obliged to inform the data subject of the data processing by the receiving Party in a timely manner in accordance with Article 14 of the General Data Protection Regulation (EU) No 2016/679; the receiving Party shall refrain from informing the data subject.

4. To the extent and for as long as one Party processes personal data on behalf of the other Party, the Parties shall be obliged to conclude a commissioned data processing agreement in accordance with Article 28 of the General Data Protection Regulation (EU) No 2016/679.

5. As a rule, personal data shall be stored for as long as required by law or necessary for the performance of the contract or, in the case of consent, until the consent is revoked. Any further storage will only take place if this is in the legitimate interest of the Lessor and the interests of the User do not outweigh this.

### **§ 10 Airport User Regulations**

The Airport User Regulations of the Lessor shall apply in their current version (published at [Terms, Conditions & fees - B2B - Cologne Bonn Airport \(cologne-bonn-airport.com\)](#)), unless separate agreements have been made in these General Terms and Conditions.

### **§ 11 Final Provisions**

1. The place of performance shall be Cologne.

2. The contractual relationship between the Lessor and the User shall be governed exclusively by the law of the Federal Republic of Germany.

3. The place of jurisdiction shall be Cologne, insofar as the User is a merchant, a legal entity under public law or a special fund under public law. The Lessor is also entitled to sue the User at his general place of jurisdiction.