

# PROCEDURE

LP-PP-005/2018

# OPERATING RULES FOR PARKING AREAS FOR MOTOR VEHICLES AT VÁCLAV HAVEL AIRPORT PRAGUE-RUZYNĚ

Valid from	Effective from	Replaces
11.9.2018	14.9.2018	LP-PP-009B/2013
Area of proces	sses / process	Classification
Parking vehicles		Public
Author	Position	Date/signature
JUPOVA Martina	Administrative Clerk	JUPOVA Martina, m.p.
Owner	Position	Date/signature
RIHA Tomas	Parking Manager	RIHA Tomas, m.p.
Final approver(s)	Position	Date/signature
PETRZILKA Jiri	NEO	PETRZILKA Jiri, m.p.

#### **Purpose**

The purpose of this document is to lay down binding rules for the operation and use of areas designated as parking areas in which Letiště Praha, a. s. (hereinafter "PA") allows the parking of third-party motor vehicles in accordance with generally binding legal regulations.

#### **Subject**

The subject matter of this document is the determination of the period of use of a parking area, the price for parking vehicles in that area, the rights and obligations of users and the provider, and liability for damage.

### Scope

This document, when issued, shall be distributed in a controlled manner to all senior executives and members of the Board of Directors, who will decide on further distribution to their subordinate employees of Letiště Praha, a.s. The procedure is published for all employees on the PA Intranet.

# I Acronyms, terms

# I.1 Acronyms

Acronym	Explanation
IC	Passenger car of an immobile customer
PA	Letiště Praha, a. s., ID no.: 282 44 532, registered office Praha 6, K letišti 1019/6, postal code 160 00
OU	Organizational unit
PMV	Passenger motor vehicle
PAR	OU Parking
RP	Motor vehicle registration plate
TOT	Technical Operation of Terminals
VIP	A customer using the service of a Letiště Praha, a.s. VIP Lounge
ZTP + ZTP/P	Holders of physical disability cards

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# I.2 Terms

Term	Explanation
Parking Facility Controller	The authorized worker coordinating and ensuring the smooth operation of Parking Areas.
Parking Facility Control Room	Aeroparking, a non-stop assistance counter located in the lobby of the Parking C Comfort car rental counters
Parking Area Attendants	General summary name for the controller and persons ensuring the operation of parking lots
Parking Area	Area for parking a vehicle
User	Owner or operator of a motor vehicle
Provider	Letiště Praha, a. s., ID no.: 282 44 532, registered office Praha 6, K letišti 1019/6, postal code 160 00.
Price List of Services	Current price list of services

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# II Responsibilities and powers

Name of the role / position	Description of responsibilities and powers
Parking Facility Controller	The authorized worker coordinating and ensuring the smooth operation of Parking Areas.
Parking Area Attendants	The authorized worker ensuring the operation of Parking Areas in accordance with the instructions issued by the Parking Facility Controller.

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# III Provisions and terms and conditions

# **III.1 Basic provisions**

- 1. The Provider uses this control document (hereinafter the "Operating Rules") to regulate the terms and conditions of the use of Parking Areas and the legal relations arising from the use of Parking Areas for the parking of motor and other vehicles (hereinafter "Vehicle"/"Vehicles") and traffic in these Parking Areas in accordance with the generally binding legal regulations, particularly with Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter "the Civil Code"), Act No. 361/2000 Coll., on road traffic and on amendments to certain acts, as amended (hereinafter "the Road Traffic Act"), and Act No. 13/1997 Coll., on roads, as amended (hereinafter "the Roads Act").
- 2. The Parking Areas are specified in more detail in Annex Nos. 5A and 5B to these Operating Rules and are set aside by relevant decisions on the approval of construction work (if they underwent relevant building modifications) based on a proposal made by the Provider or by other decisions, for the purpose of parking public Vehicles, companies operating on the grounds of the Prague/Ruzyně international public civil airport (hereinafter the "Airport") and their employees, and PA employees (hereinafter "Parking Areas").
- 3. The Parking Areas are specified using the charts in Annexes No. 4A and 4B to these Operating Rules.
- 4. For the avoidance of doubt, the Provider hereby declares that none of the Parking Areas is a rest area within the meaning of Section 12(5) of the Roads Act in which Vehicles may park free of charge. Furthermore, all roads adjoined by the Parking Areas are, pursuant to the relevant decisions on the approval of construction work or other decisions, special purpose roads within the meaning of Section 7 of the Roads Act.
- 5. The Parking Areas, including their access routes, are marked, in connection with the regime specified for them, with vertical traffic signs IP11a Parking Lot, IP12 + E13 Reserved parking lot with a supplementary sign, IP13a Sheltered parking lot, with a numerical or letter designation.
- 6. The rules concerning the Parking Areas earmarked for the parking of Vehicles was discussed with the relevant road administration office, which is the Transport Department of Prague City Hall, and with the Police of the Czech Republic the Regional Directorate of the Police of the Capital City of Prague.
- 7. A Vehicle may be parked in the relevant Parking Area only on the basis of a properly concluded contractual relationship between the User and the Provider.
- 8. Parking spaces are marked on the surface of the Parking Area with an appropriate traffic sign. Together with the exclusive right to use the respective parking space, the User is entitled, for the duration of the contractual relationship between the User and the Provider, to adequately use, together with other Users of other parking spaces, those parts of the Parking Area designated for the entry and exit of Vehicles.
- 9. The Provider provides the Parking Areas for parking on the basis of a contract for the provision of individual parking spaces marked in these areas, concluded between the Provider and an interested person in accordance with Article III.2 of these Operating Rules. Entry of a Vehicle of an interested person into a Parking Area for the purpose of loading and unloading passengers and/or luggage is regarded as parking of the Vehicle on the basis of a Contract for the Provision of a Parking Space.
- 10. Each Parking Area is divided into individual parking spaces, which are clearly marked on the surface of the Parking Area using the corresponding horizontal traffic signs indicating the direction of parking. The Parking Areas are operated on behalf of the Provider by the Provider's Organizational Unit Parking, tel. +420 220 11 4022 or +420 220 11 3408 (hereinafter "OU PAR"). The contact point is the non-stop, Aeroparking assistance counter located on the ground floor of Parking C, which is operated 24/7 (hereinafter the "Parking Facility Control Room").

11. It is prohibited to leave free-ranging animals or to engage in any sports, commercial or promotional activities without the knowledge and prior written consent of OU PAR throughout the Parking Areas and/or in their vicinity.

# III.2 A Contract for the Provision of a Parking Space

- 1. Any contractual relationship between the Provider and the User is established as an implied relationship for a definite period of time (hereinafter the "Contract for the Provision of a Parking Space").
- 2. The subject matter of the contractual relationship between the Provider and the User is the provision of a parking space for a Vehicle (hereinafter the "Parking Space") by the Provider to the User in the Parking Area and the User's obligation to pay to the Provider the price for parking pursuant to the Provider's currently valid Price List of Services.
- 3. The Contract for the Provision of a Parking Space between the Provider and the User comes into existence:
  - a) if automatic barriers are installed, with a User who is not a holder of a long-term magnetic card, by removing a parking ticket from the automatic dispensing stand or by entering the area beyond these barriers, even in case the barriers are temporarily opened or the entry is made contrary to the rules of the parking lots (applies to the areas listed in Annex No. 5A parking garages P<sub>C</sub> COMFORT C, in Annex No. 5B parking lot P11);
  - b) if automatic barriers are installed, with a holder of a long-term magnetic or chip card issued by the Provider after the card was paid for, at the moment of entering the Parking Area after registering the entry by means of the magnetic card, by entering a numerical code onto the numerical keypad on the entry stand or by means of a camera for reading the Vehicle registration plate by the automatic device at the entry to the Parking Area (applies to the areas listed in Annex No. 5A P<sub>1</sub> EXPRESS, P<sub>2</sub> EXPRESS, P<sub>3</sub>, P<sub>8</sub> ECONOMY, P<sub>C</sub> COMFORT, P<sub>D</sub>HOLIDAY, P<sub>A</sub> SMART, in Annex No. 5B parking lot P11);
  - c) in the case of a reserved parking lot by a holder of the relevant parking authorizations issued by the Provider after they were paid for, at the moment of entering the Parking Area, the User being obliged to place the entire authorization visibly on the inside of the Vehicle's windscreen or, in the case of a parking permit / coupon, to affix the entire permit / coupon on the inside of the left rear window or the Vehicle driver's side window (applies to the areas listed in Annex No. 5A car park P9, and in Annex No. 5B except for parking lots P11 and P18a);
  - d) in the case of reserved parking lots P5, P12 and P8a, at the moment of the handover of keys for the lifting barrier after previous payment of the contractual price or the price listed in the Provider's valid Price List of Services;
  - e) in other cases, by parking a Vehicle in any Parking Space.
- 4. The Contract for the Provision of a Parking Space between the Provider and the User ceases to exist:
  - a) at the moment of the exit of the User's Vehicle from the Parking Area through the automatic device located at the exit, after entering a duly paid parking ticket into the exit stand;
  - b) if automatic barriers are installed, with a holder of a long-term magnetic or chip card issued by the Provider, at the moment of exiting the Parking Area after registering the exit by the card into the exit stand or by means of a camera for reading the Vehicle registration plate (hereinafter "RP");

- c) in the case of a reserved parking space by a holder of the relevant parking authorizations issued by the Provider, at the moment the Vehicle exits the Parking Area;
- d) in other cases, at the moment the Vehicle leaves the Parking Space in the Parking Areas.
- 5. The term of the Contract for the Provision of a Parking Space concluded for a definite period of time may last continuously:
  - a) for passenger cars, for up to a maximum of 90 days;
  - b) in Parking Areas P<sub>1</sub> EXPRESS, P<sub>2</sub> EXPRESS, for not more than 48 hours from the moment the Vehicle entered the Parking Area. The Vehicle's entry time will be simultaneously recorded by the RP reading camera. The User expressly acknowledges that these Parking Areas are not intended for long-term parking, but especially for fast unloading and loading;
  - c) for buses, for not more than 48 hours from the moment the bus entered the Parking Area.

The term of the Contract for the Provision of a Parking Space is generally set:

- □ to whole hours, i.e. for each hour of the use of the respective Parking Space or any part thereof, if the Contract for the Provision of a Parking Space lasts up to 24 hours, or
   □ to whole hours, i.e. for each hour of the use of the Parking Area or part thereof, even in the case of Parking for more than 24 hours, or
   □ to calendar days, i.e. for each day of the use of the respective Parking Space or any part thereof, if the Contract for the Provision of a Parking Space lasts more than 24 hours (except for Parking Areas P₁ EXPRESS, P₂ EXPRESS, PB ECONOMY).
- If a Parking Space is provided in Parking Area P<sub>1</sub> EXPRESS, P<sub>2</sub> EXPRESS, the first hour is divided into two 30-minute intervals where the first 15 minutes are provided free of charge. The limitation for the first 15 minutes provided free of charge is stated in the Provider's current Price List of Services. Bus parking is charged according to the current price list.
- 6. The price for parking is calculated from the moment when the dispenser (entry stand) at each respective Parking Area issues a ticket entitling the User to park their Vehicle in a Parking Space until the moment when the automatic cashier machine issues a receipt confirming the payment of the price for parking immediately before the Vehicle exits the Parking Area. The dispenser marks the date, time of entry, the parking lot system number, the parking ticket number and the Vehicle RP on the card (this only applies to Parking Areas P<sub>1</sub> EXPRESS, P<sub>2</sub> EXPRESS, PB ECONOMY); the price for parking and the term of the Contract for the Provision of a Parking Space are marked on the receipt.
  - In the case of a magnetic card, the price for parking is calculated from the moment of setting the effect of the given period together with the payment for that period (i.e. from the payment of the price for parking as of the agreed date of commencement of validity of the parking magnetic card).
  - Pre-paid value cards are subject to the Business Terms and Conditions for Issuing, Administering and Blocking Value Cards, which form Annex No. 7 to these Operating Rules.
- 7. The document proving the conclusion of a Contract for the Provision of a Parking Space, on the basis of which the User is entitled to park the Vehicle in the corresponding Parking Space in the Parking Area, is:
  - a) for the term of validity of the Contract for the Provision of a Parking Space, the card issued by the dispenser before the entry of the Vehicle into the Parking Area, a magnetic card with long-term validity issued by the Provider, or parking authorization with long-term validity issued by the Provider (these are not accounting documents);
  - b) upon the termination of the Contract for the Provision of a Parking Space, a receipt tax document shall be issued to the User, after paying the price for parking, by the automatic cashier machine after pressing the "ÚČET" (ACCOUNT) button.

If an error message is displayed during the payment process, the automatic cashier machine will issue an error receipt with a record of the performed financial transaction which is the subject of a claim concerning payment. The User can lodge their claim concerning payment with the Parking Facility Control Room no later than 30 (thirty) days from the day on which the automatic cashier machine issued such error receipt.

A replacement tax document will be issued to any User who proves the conclusion and termination of the Contract for the Provision of a Parking Space by the Parking Facility Controller upon request. In such case, the User must submit a paid parking ticket which is not older than 90 (ninety) days. The Parking Facility Control Room is entitled to obtain, for its own needs, a copy of such paid parking ticket before it issues the replacement tax document to the User.

- 8. In the event of a malfunction of the Parking Areas' automatic system, the operation shall be directed by the Parking Facility Controller. In the case of Vehicles parking in the Parking Area where a malfunction occurred, proof of payment of the price for parking is checked when exiting by the Parking Facility Controller or the Parking Areas' Attendant.
- 9. The Parking Areas' Attendant will issue to the User a replacement parking ticket and a replacement tax document in the event that the User lost the parking ticket before exiting the Parking Area, but only if the User proves to be the owner or operator of the Vehicle and to have parked the Vehicle in the Provider's Parking Area. In the event of loss of a parking ticket, the User is also obliged to pay to the Provider, through the Parking Areas' Attendant, a one-time lump sum handling fee / contractual penalty in the amount of 2,000 CZK. The User is obliged to cooperate with the Parking Areas' Attendant when drawing up a parking ticket loss statement. In order to draw up such statement, the User is obliged to provide all requested information so that the relevant amount due may be recovered, if it is not paid by the User on the spot.
- 10. The price for parking is set for individual types of Vehicles in the Provider's Price List of Services. The Parking Areas' Attendant is obliged to present, upon request, the relevant part of the price list for consultation to any person who has concluded a Contract for the Provision of a Parking Space with the Provider for the purpose of parking a Vehicle or who is interested in concluding such a contractual relationship. Valid prices for parking are also listed on the entry stands or on information boards located in the individual Parking Areas, on all automatic cashier machines, and at <a href="https://www.aeroparking.cz">www.aeroparking.cz</a>

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in cash (using automatic payment machines or in the Parking Facility Control Room); or
ashless (using automatic cashless payment machines, in the Parking Facility Control
Room or by bank transfer, invoicing or using the reservation system payment gate, by
crediting the amount to the Provider's account)
in by wage deduction (employees of the CAH group).

- 12. Holders of ZTP and ZTP/P cards are exempted from paying the price for parking after presenting their respective card to the Parking Areas' Attendant before exiting the Parking Area. The Parking Areas' Attendant will record the identity of the card holder, card number, and RP of the Vehicle that was parked in the Parking Area and the time of entry and exit of the Vehicle in the OU PAR's internal system. The Parking Areas' Attendant will allow ZTP or ZTP/P card holders to leave the Parking Area after signing the entered data in the operating book. The provision of a Parking Space to a User who is a ZTP or ZTP/P card holder cannot be recorded retrospectively and any price for parking already paid cannot be returned. This exemption does not apply to parking in the building of Parking C the guarded parking lot on the 1st and 2nd above-ground floors of this building.
- 13. Vehicles without an RP, Vehicles clearly technically unfit for operation on roads and Vehicles parked for a period exceeding 90 (ninety) days (48 hours after the entry of the Vehicle into the Parking Area in the case of Parking Areas P<sub>1</sub>EXPRESS a P<sub>2</sub> EXPRESS) are automatically regarded as Vehicles preventing traffic in the Parking Area, causing harm to the Operator and posing a security risk for Airport operations, unless it is being parked on the basis of an individual written agreement between the Provider and the User.

- 14. The Provider reserves the right not to let into the Parking Area any Vehicle which does not meet the conditions stipulated by Act No. 56/2001 Coll. of 10 January 2001, on conditions of operating vehicles on roads and on the amendment to Act No. 168/1999 Coll., on insurance of liability for damage caused by operating a vehicle and on the amendment to some related acts (The Vehicle Liability Insurance Act), as amended by Act No. 307/1999 Coll., as amended (hereinafter the "Act on Conditions of Operation"), and Vehicles that have repeatedly breached these Operating Rules in the past.
- 15. Vehicles which impede the continuity and safety of operation on the Parking Areas or whose parking constitutes a breach of the obligations imposed by Article III. 3 of these Operating Rules, may be towed from the Parking Area to the PA's auxiliary parking lot SOUTH grounds (the "Vehicle Tow-Away"). In this case, the User of the Vehicle will pay all costs for the Vehicle Tow-Away, including the full price for parking pursuant to the Provider's valid Price List of Services.
- 16. If the User exceeds the maximum duration of the Contract for the Provision of a Parking Space stated in Paragraph 5 of this Article, the Provider is entitled to tow away the Vehicle from the Parking Area at the User's expense and in accordance with generally binding legal regulations, and to place it in the auxiliary parking lot PA - SOUTH grounds. Among other things, the Provider reserves the right, in order to secure its right to receive payment for the provision of the Parking Space (the right of retention), particularly when the maximum duration of parking pursuant to these Operating Rules is exceeded, to install a technical device on the Vehicle to prevent the Vehicle from departing (hereinafter a "Technical Device"), and to call on the User to pay the price for parking. The Technical Device will be left on the Vehicle until the User effects all payments related to the provision of the Parking Space. The User is obliged to pay to the Provider on the spot the price for parking for the whole duration of the Contract for the Provision of a Parking Space pursuant to the Provider's currently valid Price List of Services, the costs for the Vehicle Tow-Away and the price for the duration of parking in the auxiliary parking lot PA – SOUTH grounds. The User is also obliged to cooperate with the Parking Areas' Attendant when drawing up the report on the handover of the Vehicle. The User is obliged to provide all required information in this document.

# III.3 Rights and Obligations of the Provider and the User

#### A) The user is especially obliged to:

- 1. Before entering the Parking Area, to become acquainted with the terms and conditions stated in these Operating Rules, or at least with an extract of these Operating Rules, together with the Provider's currently valid Price List of Services for the provision of a Parking Space in the Parking Area, which is published on the information boards at the relevant Parking Area.
  - The User is entitled, before entering or for the term of the Contract for the Provision of a Parking Space, to request from the Parking Areas' Attendants the full text of these Operating Rules and to acquaint themselves with it.
- 2. The User is obliged to travel within the Parking Area and park their Vehicle in accordance with the Road Traffic Act so as to make sure that the body of the Vehicle does not exceed the limits of the Parking Space.
  - If any breach of this obligation is found, the Provider is entitled to demand from the User or the owner of the Vehicle, for occupying a higher number of Parking Spaces, payment of the relevant price for parking increased by a contractual penalty 1,000 CZK (in words: one thousand Czech crowns), which the User of the Vehicle is obliged to pay. The Provider is entitled to install a Technical Device to prevent the Vehicle from departing.
- 3. The User must not enter the Parking Area with a Vehicle that could cause environmental or other serious damage, or damage to the Parking Area or to other parked Vehicles.

- 4. The User may only park in the Parking Areas a Vehicle that meets the conditions stipulated by Act No. 56/2001 Coll., on conditions for the operation of vehicles on roads, as amended (in particular, the Vehicle must have a valid RP and must be clearly technically fit for operation on roads).
- 5. The User is obliged to properly secure the Vehicle against theft, including all things stored in it.
- 6. It is prohibited to leave persons or animals in a locked Vehicle parked in the Parking Area.
- 7. The User is obliged, after entering the Parking Area, to carefully save the card issued by the dispenser so as to avoid its loss, damage or destruction. The parking card must not be left in the Vehicle.
- 8. The User may enter the Parking Areas with a trailer or semitrailer only on the basis of approval by the Parking Areas' Attendants, which can be obtained at the Parking Facility Control Room counter or by using the intercom on the entry stands. Furthermore, the User is obliged to follow all instructions issued by the Parking Areas' Attendants. If the User breaches the aforementioned conditions, the Provider is entitled to tow away the trailer or semitrailer to the auxiliary parking lot SOUTH, it being understood that the User will pay all costs for the tow-away and, at the same time, the Provider is entitled to charge the price for parking pursuant to the Price List.
  - It is prohibited to leave a trailer or semi-trailer in the Parking Area or on all access or exit roads or in areas for pedestrians within the whole Airport grounds without the prior written consent of the Provider.
- 9. A User using Parking Spaces equipped with lifting lockable parking barriers is obliged, after leaving the Parking Area, to lock these devices in order to prevent unauthorized parking by third-party Vehicles.
  - In the event of failure to meet this obligation, no complaint or claim for financial compensation for the impossibility to use this provided Parking Space can be accepted.

### 10. In the event of loss of or damage to:

- a) a parking ticket before exiting the Parking Area, the User is obliged to present to the Parking Areas' Attendant their identity document and the Vehicle Registration Certificate. If the User is not able to prove, in a credible way, their identity or their relation to the owner of the Vehicle who is stated on the Vehicle Registration Certificate, the Parking Areas' Attendant will ask the Police of the Czech Republic for cooperation in order to prove the identity of the User/owner;
- b) a long-term magnetic card, chip card or parking authorization, the User is obliged, before exiting the Parking Area, to present their Employer's identification card to the Parking Areas' Attendant. The Provider will subsequently verify the validity of the long-term magnetic card and exit from the Parking Area will be allowed on the basis of ascertained information.
- 11. It is prohibited to repair or wash Vehicles or to perform other similar activities inconsistent with the purpose of the Contract for the Provision of a Parking Space in the Parking Area. According to these Operating Rules, tasks including replacing lamps or fuses, inflating tires, installing a spare wheel after a defect, filling windscreen washer fluid or starting a Vehicle with low battery power, are not regarded as repairs to a Vehicle.
- 12. If extraordinary security measures are announced at the Airport, the User is obliged to respect and follow the instructions given by the Parking Areas' Attendants or members of the Airport security forces.
- 13. The User is obliged to compensate the Provider for any damage the User causes to the Provider's property personally, by the parked Vehicle or in causal connection with parking their Vehicle in the Parking Area, including any environmental damage (e.g. leakage of engine oil).

- 14. The User is obliged to report any damage to their Vehicle caused within the Parking Area to the Police of the Czech Republic.
- 15. The User is entitled to report to the Parking Areas' Attendants damage to the operated Vehicle only if such damage was provably caused by the Provider's activities or as a consequence of such activity (e.g. mechanical cleaning of the Parking Area, transport of luggage carts, etc.), and is entitled to request compensation for damage from the Provider.
- 16. The User may leave the Parking Areas equipped with an automatic parking system only after entering a duly paid parking ticket/card into the automatic parking system.
- 17. The User must not misuse parking tickets issued by the automatic parking system, long-term parking magnetic cards, chip cards or parking authorizations in any manner; in particular, the User must not hand them over to operators of other Vehicles and/or must not use the time delay in the lowering of the barrier after the entry to or exit from the parking lot by an authorized operator in order to leave the defined area without entering their own parking ticket or parking magnetic card into the automatic system (the passage of two Vehicles close behind each other using one parking ticket or magnetic card). In the event of misuse of a parking ticket or a long-term parking magnetic card, the Operator is entitled to charge a contractual penalty in the amount of 2 000 CZK for each individual breach.
  - In the event of misuse of a long-term magnetic card, the card will be confiscated from the User without compensation.
  - 18. Employees of the Provider and of other companies operating at the Airport who use the employee parking services may use parking cards only during working hours determined by their employer. The employee parking card is linked to the employee's ID card personal number and its misuse or provision to a third person is regarded as misuse of the ID card. If any breach of this provision is found and proved, the Provider is entitled to immediately block the parking ticket/card without compensation for the parking fee.
- 19. The User must not misuse the automatic stand at the entry for the purpose of taking more than one parking ticket from the dispenser.
- 20. The User must not cover any systems checking and assessing the rightfulness of the entry of a Vehicle into the Parking Area (e.g. RP reading camera, Vehicle height recognition sensor, etc.) nor reduce the legibility of the Vehicle RP, particularly by covering it in any way. If the User breaches the aforementioned conditions, the Operator is entitled to charge a contractual penalty in the amount of 2,000 CZK for each individual breach. Reversing is prohibited anywhere near the entry barrier after the parking ticket is issued.
- 21. The User is obliged to do their best to ensure that they duly pay, in the Provider's automatic cashier machines or in the Parking Facility Control Room located in building P<sub>C</sub> COMFORT, the price for parking for the duration of the Contract for the Provision of a Parking Space, even if the entry or exit barriers are out of operation.
- 22. In the event of a demonstrable breach of any of the obligations stipulated in the provisions of Paragraph A) of this Article III.3, the Provider is entitled to demand that the User of the Vehicle pay a contractual penalty for any and all breaches of each individual obligation stipulated in Paragraph A) of this Article III.3, a contractual penalty amounting to:
  - 23.1 2,000 CZK for the first breach of the given obligation,
  - 23.2 5,000 CZK for the second breach of the same obligation,
  - 23.3. 15,000 CZK for each further breach of the same obligation.

The User is obliged to pay the contractual penalty upon the Provider's request. If the User does not pay the contractual penalty, the Provider will enforce it in accordance with the applicable legal regulations.

# **B)** The Provider:

- 1. The Provider is entitled to check whether the User has complied with the obligations set forth in these Operating Rules and, in case of a breach, to take the appropriate legal steps, in particular to assert the right to damages or to the payment of a contractual penalty pursuant to these Operating Rules.
- 2. The Provider is obliged to maintain the Parking Areas in operational condition and to perform proper maintenance, including repairs and maintenance of marking and lighting.
- 3. The Provider is obliged to promptly handle any complaints about the quality and extent of the provided services through the Parking Areas' Attendants.
- 4. The Provider is entitled to arrange the tow-away of a Vehicle to a an auxiliary parking lot, if the User exceeds the maximum duration of the Contract for the Provision of a Parking Space in the Parking Area for parking a Vehicle as stipulated by this control document, or if the User breaches the provisions of Article III.2(15).
- 5. The Provider is entitled, in order to secure its right to receive payment for the provision of a Parking Space (the right of retention), to place a Technical Device on the Vehicle to prevent the Vehicle from departing and to leave it on the Vehicle until the User effects all payments related to the provision of the Parking Space. If a Technical Device is installed on a Vehicle, the User is obliged to present themselves in the Parking Facility Control Room where they will present their parking ticket, documents proving the User's rights to the Vehicle (usually the Vehicle registration certificate) and, if necessary, documents proving the identity of the person. If the Provider finds any obstacle preventing the release of the Vehicle, the Parking Facility Controller is entitled to request the cooperation of the Police of the Czech Republic. In case of a Vehicle parked in Parking Area P<sub>1</sub> EXPRESS, P<sub>2</sub>EXPRESS and PB ECONOMY, the Parking Facility Controller is entitled to determine the exact moment of the entry of the Vehicle using the RP reading system. If the Operator loses a parking ticket, the Provider is entitled to demand payment of the full amount of the parking fee and the penalty pursuant to these Operating Rules.
- 6. In the event of a demonstrable breach of any obligation stipulated in the provisions of Paragraph A) of this Article III.3, the Provider is entitled to demand that the User of the Vehicle pay a contractual penalty for any and all breaches of each individual obligation stipulated in Paragraph A) of this Article III.3, the contractual penalty amounting to:
  - 6.1 2,000 CZK for the first breach of the given obligation,
  - 6.2 5,000 CZK for the second breach of the same obligation,
  - 6.3 15,000 CZK for each further breach of the same obligation.
- 7. The Provider is entitled to continuously monitor the automatic parking system at entries to / exits from the Parking Areas so that any possible breach of Paragraph A) of this Article III.3 as well as any breach of road traffic regulations pursuant to the Road Traffic Act, particularly the failure to respect the vertical traffic sign B27 "STOP/KASA", is duly documented.
  - The Provider is entitled to provide its records of the monitoring system to the competent authorities to deal with traffic offences and to raise its legitimate claims.
- 8. If extraordinary security measures are announced at the Airport, the Provider is entitled to move a parked Vehicle at its own expense to an alternative Parking Area; even without the User's consent. The Provider is responsible for damage incurred therefrom pursuant to general regulations.
- 9. If an extraordinary or emergency state due to a calamity is announced, particularly during the winter season, the Provider is entitled to close the Parking Area for safety reasons or in order to remove the obstacle for a necessary period of time, without providing the User with any compensation.

10. The Provider is entitled to secure the passability of the Parking Areas; in particular, it is entitled to have a Vehicle preventing smooth traffic flowing on roads towed away (in accordance with the Road Traffic Act) in cooperation with the Police of the Czech Republic or with a police officer from the Municipal Police of the Capital City of Prague.

# **III.4 Liability for Damage**

- 1. The Parking Areas (except for P<sub>D</sub> HOLIDAY, P<sub>A</sub> SMART and P<sub>C</sub> COMFORT) are not guarded parking lots. Based on the Contract for the Provision of a Parking Space, the Provider only provides a Parking Space to the User. The Provider is not responsible for damage caused to any Vehicle placed in a Parking Area which is not a guarded parking lot or to its accessories within the meaning of the provisions of Section 2945 of the Civil Code.
- 2. The User of a Vehicle that was damaged by a third party while parking in the Parking Area is obliged to report the damage immediately to the Police of the Czech Republic.
- 3. The Provider bears liability for damage pursuant to the provisions of Section 2945 of the Civil Code if that damage to the Vehicle parked in the Parking Area was demonstrably caused by the operation of the facility.
- 4. The User of a Parking Space in the Parking Area is obliged, in the event of demonstrable occurrence of damage for which, according to the User's conviction, the Provider is responsible pursuant to the provisions of Section 2945 of the Civil Code, to report the occurrence of damage in the Parking Facility Control Room before exiting the Parking Area, and then to proceed in accordance with the following Paragraph 6 of this Article.
- 5. The procedure and method of documentation and settlement of damage for which the Provider is responsible within the meaning of Section 2945 of the Civil Code is as follows:
  - 1) The Parking Areas Controller will notify the TOT technical control room (phone line 6000), whose employee will execute a record of the "Notification of Damage" which has to be supplemented with photo documentation if possible (the extent of damage, the place from which the subject matter of the notification was stolen, etc.). The Notification of Damage must include the identification of the Vehicle, the aggrieved person and the person who found the damage, a description of the event, the time information (i.e. when the damage was found and when it probably occurred), the identification of witnesses and possible information about the person who caused the damage and the probable cause of the occurrence of the damage. The record of the Notification of Damage must include a brief statement by the notifier, witnesses and, if possible, the person who caused the damage. The record must be provided with the date and time of processing and signed by the processor and the commenting notifiers.
  - 2) A TOT employee will create a "Statement of Damage" with annexes, the sample of which forms Annex No. 1 to the internal standard LP-SM-41/2009 "Liability for Damage Caused to the Property of Letiště Praha, a.s. and Laying Down Rules for Compensation". Statements of Damage are numbered in ascending order. One copy of the Statement of Damage will be stored in the control room of the Technical Operation of Terminals TOT.
- 6. At the same time, the Parking Facility Controller will inform the aggrieved person that they can raise their presumed claim for compensation against the Provider in writing.
- 7. If damage to a Vehicle for which the Provider is responsible in the User's opinion, exceeds 1,000 CZK, the Parking Areas' Attendant is obliged to provably report the occurrence of damage to the Police of the Czech Republic.
- 8. The aggrieved User is entitled to one (1) copy of the Statement of Damage.

# IV Related documents

Act No. 89/2012 Coll., the Civil Code, as amended

Act No. 361/2000 Coll., on road traffic and on amendments to certain acts (The Road

Traffic Act), as amended

Act No. 13/1997 Coll., on roads, as amended

Act No. 56/2001 Coll. of 10 January 2001, on conditions of operating vehicles on roads and on the amendment to Act No. 168/1999 Coll., on insurance against liability for damage caused by operating a vehicle and on the amendment to some related acts (The Vehicle Liability Insurance Act), as amended by Act No. 307/1999 Coll., as amended

PA Price List of Services – see the website

(hereinafter the "Act on Conditions of Operation").

Directive Liability for Damage Caused to the Property of Letiště Praha, a.s. and Laying Down Rules for Compensation

# V Temporary and final provisions

- 1. These Operating Rules were written in the Czech language and, at the same time, an English translation has been made.
- 2. These Operating Rules are available in both language versions in at least one copy from the Parking Areas' Attendants and must be shown to any User upon request for consultation and familiarization.
- 3. Substantial excerpts from these Operating Rules are published for the needs of Users in each Parking Area referred to in Article III of these Operating Rules.
- 4. Unlawful acts committed by persons present in the Parking Areas are resolved on the basis of notification given to affected persons by the Police of the Czech Republic, the Municipal Police and other bodies responsible for criminal proceedings.
- 5. Revisions/updates to these Procedures will be issued for each permanent operational change or no later than 24 calendar months from the date of issue.
- 6. Publication of these Procedures on the PA Intranet is arranged by the Control Documents Administrator. Based on an agreement between Letiště Praha, a.s. and Český Aeroholding, a.s., Český Aeroholding, a.s. is the Control Documents Administrator.

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# VI List of annexes

Annex No. 1: Additional Conditions for Parking in the Guarded Parking Lot in C COMFORT

Annex No. 2: Additional Conditions for Parking Motorcycles in P<sub>C</sub> COMFORT

Annex No. 3: RP Record System

Annex No. 4A: North Grounds Map

Annex No. 4B: South Grounds Map

Annex No. 5A: Parking Areas in the North Grounds

Annex No. 5B: Parking Areas in the South Grounds

Annex No. 6: Samples of Parking Permits Issued by OU PAR

Annex No. 7: Business Terms and Conditions for Issuing, Administering and Blocking

Value Cards **Annex No. 8:** Conditions for Parking in the Green Zone

**Annex No. 9:** Additional Conditions for Parking in Guarded Parking Lot in P<sub>A</sub> SMART

Annex No. 10: Additional Conditions for Parking in Guarded Parking Lot PD HOLIDAY

# VII Change sheet

Date	Reason / nature of change	Signature
	'	

End of the text of the internal standard
"OPERATING RULES FOR PARKING AREAS FOR MOTOR VEHICLES AT VÁCLAV HAVEL
AIRPORT PRAGUE-RUZYNĚ"

Annexes follow

# Annex No. 1 – Additional Conditions for Parking in Guarded Parking Lot in Pc COMFORT

#### I. 1 Operating Conditions

- 1. The maximum period of parking in the guarded parking lots is 90 days unless a longer period is agreed with the Operator on the basis of an individual written contract. After exceeding this period, the Operator is no longer responsible for damage caused to the Vehicle.
- 2. A parking space can be reserved via the relevant application on the Provider's website at www.aeroparking.cz
- 3. Fees for guarded parking lots are stated in the Operator's currently valid Price List of Services, which is located in front of the entries to the guarded parking lots.
- 4. After duly paying the parking fee, the User is obliged to leave the area of the parking lots in their Vehicle within 20 minutes.
- 5. When exiting the area of guarded parking lot P<sub>C</sub> COMFORT VIP, the User is obliged to present the paid parking ticket for verification to the Parking Facility Controller present at the guarded parking lot. After the correctness of the payment is verified, the User will be allowed to leave the area of the guarded parking lot. To leave the area of the 2nd above-ground floor in P<sub>C</sub> COMFORT, the User must insert the parking ticket into the exit stand. After removing it, the barrier will be lifted and the User will be allowed to leave the 2nd above-ground floor of P<sub>C</sub> COMFORT. To leave the area of P<sub>C</sub> COMFORT, the paid parking ticket must be entered into the exit stand, which will activate the opening of the exit barrier of P<sub>C</sub> COMFORT on the 1st above-ground floor. The parking ticket will remain in the collection bin of the automatic parking system.
- 6. CNG and LPG driven vehicles can only park on the 5th and 6th above-ground floors in parking spaces along the external periphery of the said floors.
- 7. Based on a contractual arrangement with the car rental companies, the respective contractual partner is obliged to use parking spaces 2489 to 2496 in Parking C, the 2nd above-ground floor, section 4 only for the parking of CNG driven vehicles.

# **I.2 Security Rules**

- 1. Persons moving within the area of the guarded parking lots are responsible for any damage they cause by their actions to the Operator or third parties.
- 2. The Operator is entitled to exercise the right of retention against a customer in order to secure its claims due. The User will be allowed to exit the parking lot or collect the Vehicle in the Parking Area for vehicles that were towed away only after the payment of the price for parking, damages and other claims or, if the amount of damage cannot be accurately determined, after the damage record is drawn up, with the driver's obligation to pay for the damage.
- 3. The Operator of the guarded parking lots is responsible for damage caused to a parked Vehicle and its accessories in accordance with the provisions of the Civil Code. The Operator is not responsible for any loss of or damage to other items located in the parked Vehicle.
- 4. The guarded parking lot area is continuously monitored and the camera record is stored for a maximum of 14 calendar days.
- 5. The maximum vehicle height clearance for entry (e.g. 2.2 m, 2.3 m and 1.8 m) is regulated by traffic signs.

### Annex No. 2 – Additional Conditions for Parking Motorcycles in P<sub>C</sub> COMFORT

#### **I.1 General Conditions**

- 1. This Annex No. 2 sets out the conditions for the possibility to use a guarded motorcycle parking space in P COMFORT for the travelling public and, in case of little interest, also for employees of the Operator and the companies operating at the Airport.
- 2. The parking zone for motorcycles is located on the 2nd above-ground floor of P<sub>C</sub> COMFORT (hereinafter the "Moto Parking Zone").
- 3. The Moto Parking Zone is a paid service. It is guarded by the Parking Area Controller and/or by an automatic CCTV camera system; The Moto Parking Zone is operated automatically.
- 4. A parking document for the possibility to park a motorcycle is issued to the User by the guarded parking lot controller, who unlocks the entry barrier.

# **I.2 Operating Conditions for the Public**

- 1. When entering parking lot P<sub>C</sub> COMFORT, the User takes a parking ticket from the entry stand and passes through the marked corridor on the 2nd floor past the guarded parking lot entry barrier to the non-stop service post.
- 2. The User hands the parking ticket over to the guarded parking lot attendant, who fills in a parking document for the User, including the date and time of arrival and a stamp.
- 3. Before exiting, the User will be issued an exit ticket after presenting the parking document and paying the fee; based on the exit ticket, the guarded parking lot attendant will open the gate of the Moto Parking Zone.

### **I.3 Operating Conditions for Employees**

1. In case of a long duration of the regime allowing employees of the Operator and the companies operating at the Airport to park their motorcycles, the User will be issued a laminated parking permit indicating the motorcycle RP and the period of validity. The parking fee shall be determined on the basis of the Operator's currently valid Price List of Services.

#### **I.4 Limitation of Liability**

- 1. The Provider is not responsible for any damage caused to unsecured motorcycle accessories (e.g. additional bags, helmets, GPS, etc.).
- 2. The Provider will give the motorcycle to a person who presents a valid paid parking ticket or a parking permit and the Road Motor Vehicle and Motorcycle Trailer Registration Certificate or an ID card. The Provider bears no responsibility for situations where these documents are presented by a person other than the actual owner of the parked motorcycle.

#### Annex No. 3 - RP Record System

#### **I.1 General Conditions**

- 1. The Provider has installed an integrated RP identification system in the selected Parking Areas specified in Annexes No. 5A and 5B, which enables the automatic recognition of the RP of Vehicles in the Parking Areas.
- 2. The Provider has registered RP reading cameras with the Office for Personal Data Protection.

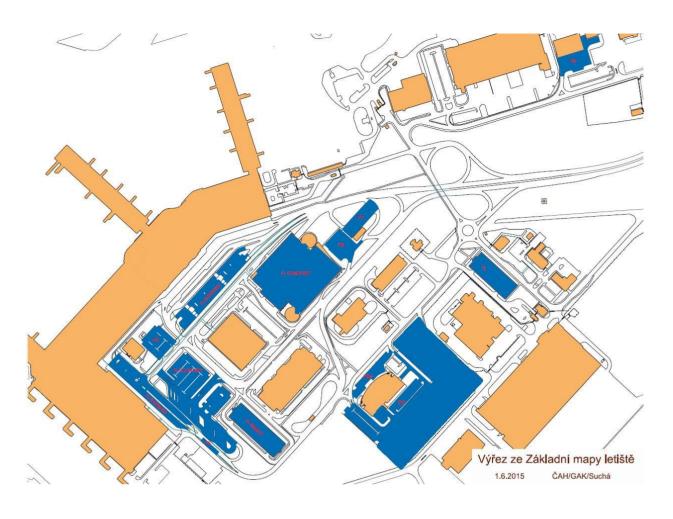
### **I.2 Operating Conditions**

- 1. RPs are automatically read when entering the Parking Areas and alphanumerically converted to digital form using an image recognition method.
- 2. The image made, the Vehicle RP read, the Parking Area system number, the date and time of entry will be stored in the parking system. The User, by entering into a contractual relationship (entry to short-term parking lot P<sub>1</sub> EXPRESS / P<sub>2</sub> EXPRESS, PB ECONOMY), gives the Provider their consent to process and use the aforementioned Vehicle RP data.
- 3. When entering the Parking Areas with RP reading cameras installed, the User is obliged to ensure that their Vehicle's RP is installed properly and in the right place, that it is clean, undamaged and legible.
- 4. To exit a Parking Area with RP reading cameras installed, the User is obliged to use the same ticket, magnetic or chip card they used for that Vehicle when entering. The exit barrier will open only if the data are identical.
  - In case of any discrepancy in the data being compared, the exit barrier will not open and the User is obliged to contact the Parking Facility Control Room.
- 5. The Provider reserves the right to take such measures, based on the evaluation of the RP reading system data, as to prevent entry to the Parking Areas equipped with the RP reading system to Vehicles which have repeatedly seriously breached these Operating Rules.
- 6. The Provider reserves the right to allow selected Vehicles to Enter the Parking Area only on the basis of reading the RP, without the necessity to use a ticket, magnetic or chip card.

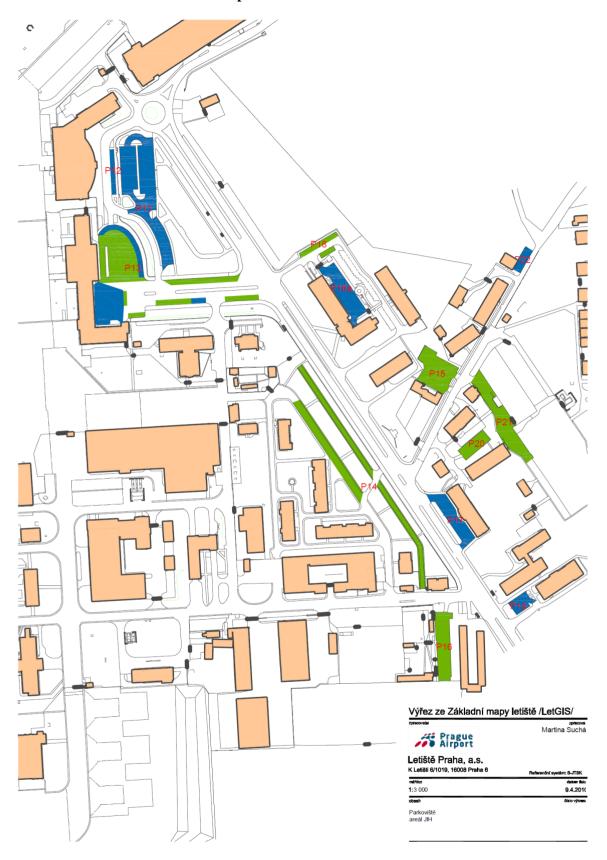
#### **I.3 Other Provisions**

1. In connection with RP reading, the User is obliged to immediately obey commands given by the Parking Facility Controller and not to obstruct smooth traffic flow at the entries, exits or in the Parking Area. The User acknowledges that if they deliberately obstruct or prevent smooth and safe road traffic flow in any manner, the Parking Facility Controller will request cooperation from the Police of the Czech Republic and the Operator may impose a penalty pursuant to these Operating Rules.

Annex No. 4A – North Grounds Map



Annex No. 4B – South Grounds Map



# Annex No. 5A – Parking Areas in the North Grounds

Prague Airport Ruzyne	grounds – NORTH		
Parking garages	Number of parking spaces / of which are designated ZTP	Parking area status	note
Pc COMFORT VIP, 1st above-ground floor	151 PMVs + 201 PMVs	Guarded parking lot	Reserved for OU PAR+ business activities
Pc COMFORT VIP, 2nd above-ground floor	64 PMVs	Guarded parking lot	Specified in Annex No. 1
Pc COMFORT VIP, 2nd above-ground floor, MOTO	16 to 20 depending on size	Guarded parking lot	Specified in Annex No. 2
Pc COMFORT VIP, 2nd above-ground floor	458 PMVs	Guarded parking lot	Reserved to business activities
Pc COMFORT VIP, 3 <sup>rd</sup> to 5 <sup>th</sup> above-ground floor	1,600 PMVs / 40 ZTP	Guarded parking lot	The public
Pc COMFORT, 6th above-ground floor	480 PMVs / 18 ZTP	Guarded parking lot	The public
P <sub>A</sub> SMART	822 PMVs / 6 ZTP	Guarded parking lot	The public
P <sub>D</sub> HOLIDAY	861 PMVs / 22 ZTP	Guarded parking lot	Reserved for employees and business partners

Prague Airport Ruz	zyně grounds – NORTH		
Parking areas	Number of parking spaces / of which are designated ZTP	Parking area status	note
P <sub>1</sub> EXPRESS	155 PMVs / 10 ZTP	Unguarded parking lot	The public
P <sub>2</sub> EXPRESS	89 PMVs / 5 ZTP	Unguarded parking lot	The public
P3	95 PMVs	Unguarded parking lot	Contractual partners
P <sub>B</sub> ECONOMY	231 PMVs / 13 ZTP 21 BUS	Unguarded parking lot	The public, contractual partners
P <sub>5</sub>	15 PMVs	Unguarded parking lot	Contractual partners
P <sub>6</sub>	Not designated	Unguarded parking lot	Contractual partners
<b>P</b> <sub>7</sub>	Not designated	Unguarded parking lot	Contractual partners
P <sub>8</sub>	270 PMVs	Unguarded parking lot	Contractual partners
P <sub>8a</sub>	42 PMVs / 2 ZTP	Unguarded parking lot	Lifting barriers
<b>P</b> 9	21 PMVs	Unguarded parking lot	Contractual partners

**Annex No. 5B – Parking Areas in the South Grounds** 

Prague Airport Rus	zyně grounds – SOUTH		
Parking areas	Number of parking spaces / of which are designated ZTP	Parking area status	note
P11	104 PMVs	Unguarded parking lot	The public, contractual partners, employees
P12	15 PMVs	Unguarded parking lot	Contractual partners
P13	133 PMVs	Unguarded parking lot	Contractual partners, employees
P14	56 PMVs	Unguarded parking lot	Contractual partners, employees
P15	51 PMVs / 3 ZTP	Unguarded parking lot	Contractual partners, employees
P16	50 PMVs	Unguarded parking lot	Contractual partners, employees
P17	30 PMVs	Unguarded parking lot	LP vehicles, contractual partners
P18	17 PMVs	Unguarded parking lot	Contractual partners, employees
P18a	39 PMVs		LP vehicles, contractual partners
P19	16 PMVs	Unguarded parking lot	PA vehicles, contractual partners
P20	24 PMVs	Unguarded parking lot	Contractual partner, employees
P21	45 PMVs	Unguarded parking lot	Contractual partner, employees
P22	9 PMVs	Unguarded parking lot	Training centre's vehicles

Annex No. 6 – Samples of Parking Permits Issued by OU PAR that Need to be Exchanged for New Ones

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# PARKING PERMIT – RESIDENTIAL ZONE OZ2009





# Annex No. 7 – Business Terms and Conditions for Issuing, Administering and Blocking Value Cards

#### 1) General Provisions

- a) These Business Terms and Conditions regulate the rights and obligations of the Contracting Parties, the Provider and those entities interested in using Parking Areas "P<sub>1</sub> EXPRESS / P<sub>2</sub> EXPRESS / PB ECONOMY" under preferential terms using a value card (hereinafter the "VC"). Those entities interested in using the aforementioned areas in accordance with these Business Terms and Conditions are hereinafter referred to as "the Applicant".
- b) The Applicant for the issuance of a value card shall ask for the issuance of the card and pay the costs for the issuance of the card pursuant to the current price list.
- c) The VC Holder's rights and obligations can only be transferred with the Provider's prior written consent and subject to the fulfilment of the stipulated conditions. The agreement on the transfer of the VC Agreement is validly concluded when it is signed by the VC Holder, the Provider and the new Applicant.
- d) The VC Holder is entitled to use both the VC and a paper ticket to enter P<sub>1</sub> EXPRESS / P<sub>2</sub> EXPRESS / PB ECONOMY, but they must adhere to the rules of entry and exit using the same medium. In case of any breach, the Provider is entitled (usually after prior notification by email) to block the VC.
- e) The Provider will provide the VC Holder with an amount of credit corresponding to the tariff according to the Provider's current Price List of Services. This credit can only be used for paying the parking fee at P<sub>1</sub> EXPRESS / P<sub>2</sub> EXPRESS / PB ECONOMY. The Provider allows credit to be used for a period of 1 year from the encoding the VC. Date The date of taxable supply is the date on which the credit was added to the VC. A tax document will be issued by the Parking Facility Control Room in case the payment is made at the manual cash desk in the Parking Facility Control Room or by an automatic cashier machine in case the payment is made in these machines. Credit cannot be converted back into cash and the VC Holder is not entitled to be returned any money. The term of validity of the VC can be extended by 1 year providing new credit is purchased in the minimal amount pursuant to the respective tariff.
- f) In the event of any loss of a VC, a duplicate VC will be issued to the VC Holder upon their request and the current amount of credit will be added to it. The VC Holder is obliged to pay for the issuance of a duplicate at the price stated in the Provider's current Price List of Services.

# 2) Rights and Obligations of VC Holders:

- a) a VC Holder is entitled to use their VC to enter P<sub>1</sub> EXPRESS / P<sub>2</sub> EXPRESS / PB ECONOMY, which guarantees more favourable prices for parking when compared to the standard price list;
- b) the VC Holder may submit proposals, comments, requests and complaints to the Parking Facility Control Room;
- c) the VC Holder shall notify defects in the VC and, in the event of a technical error, may request it be re encoded (data renewal);
- d) the VC Holder shall choose an email address for receiving operational information and other correspondence;
- e) the VC Holder is entitled to be issued a duplicate VC after paying a fee in accordance with the Provider's current Price List of Services.

#### 3) The VC Holder undertakes:

- a) to use the VC in accordance with these Business Terms and Conditions, the Operating Rules and other notifications given by the Provider (hereinafter the "Documents") that the VC Holder will have at their disposal, as well as in accordance with the applicable legal regulations. The VC Holder is obliged to always acquaint themselves with the current terms and conditions and notifications;
- b) to pay, duly and timely, their obligations towards the Provider, particularly the prices for parking in accordance with the respective VC tariff, and to pay penalties, if any, resulting from any breach of the Operating Rules or other notifications of the Provider;
- c) to inform the Parking Facility Control room in writing, by phone or in person, about any changes in the information provided in the VC Agreement, particularly about changes of personal and identification information or about changes of addresses, this having to be done always within 7 days from the day on which the relevant change occurred, and to present a copy of the document proving such change;
- d) to fulfil other obligations stated in these Business Terms and Conditions, the Operating Rules or the Provider's notifications.

# 4) Rights and Obligations of Provider:

- a) the Provider shall provide the User with the offered services and maintain P<sub>1</sub> EXPRESS / P<sub>2</sub> EXPRESS / PB ECONOMY in proper technical condition, always in accordance with these Business Terms and Conditions and in accordance with the selection of individual tariffs;
- b) the Provider shall perform repairs to equipment located in P<sub>1</sub> EXPRESS / P<sub>2</sub> EXPRESS / PB ECONOMY so as to ensure that defects are removed as soon as possible. In the event that the failure is outside the Provider's competence, the Provider will take all necessary steps towards third parties to remove the failure;
- c) the Provider shall publish information about changes in the extent, quality and prices of services, e.g. via the website, using notifications and informational materials; In the event of a change of the tariff, the Provider will inform the VC Holder about this change by sending information by email to the address stated in the VC Agreement;
- d) the provider shall fulfil all other obligations stated in these Business Terms and Conditions, the Operating Rules and the Provider's notifications.

#### 5) The Provider is entitled:

- a) to reduce the provision of offered services for a period necessary to implement relevant measures or final decisions issued by competent administrative or judicial authorities;
- b) when in contact with the User or their representative, to request identification in accordance with the rules established by the Provider with regard to the maximum possible protection of the VC Holder;
- c) to provide different VC holders with different prices, offers, quality of services and level of care, depending on the fulfilment of objective criteria such as the number of entries/exits to/from P<sub>1</sub> EXPRESS / P<sub>2</sub> EXPRESS / PB ECONOMY The Provider is entitled to provide a higher level of care against payment also to those VC Holders who do not fulfil the set objective criteria;
- d) to conclude a separate business agreement on the basis of which the Provider will allow the most frequent users of  $P_1$  EXPRESS /  $P_2$  EXPRESS entry on preferential terms;
- e) The Provider reserves the right not to issue a card to an Applicant who has repeatedly seriously breached the Operating Rules in the past. The Provider reserves the right not to issue a card for a passenger car (based on the evaluation of the RP) by means of which the Operating Rules have been repeatedly seriously breached in the past.
- f) If the Operating Rules are repeatedly seriously breached by persons or. vehicles in respect of which VCs were issued for one business company or one person conducting business, the Provider reserves the right to block all VCs issued for this business without compensation.

#### 6) Payment Terms

- a) The Applicant shall pay the amount for making the VC according to the Provider's current Price List of Services.
- b) The selection and encoding of the VC tariff is free of charge. The minimum amount of credit which must be deposited on the VC when encoding the card is specified in the Provider's applicable current Price List. Credit is usually added for the first time in the Parking Facility Control Room which, at the same time, issues a tax document concerning the payment of this amount. The VC Holder is obliged to enter P<sub>1</sub> EXPRESS / P<sub>2</sub> EXPRESS / PB ECONOMY for the first time using a motor vehicle with an RP to which the VC was issued for them. If the VC Holder breaches this obligation, the Provider is entitled to block the VC immediately. The VC Holder is obliged to perform any other charging of the VC only using automatic cashier machines in the Provider's parking areas designed for this purpose, or by using automatic cashier machines located in the halls of the Airport terminals. The automatic cashier machine will issue a tax document confirming payment upon request.
- c) The Provider is entitled to use the paid amount to pay a penalty according to the Operating Rules, these Business Terms and Conditions or the Provider's notification. Similarly, the Provider is entitled to use an advance payment, deposit, overpayment of the VC Holder or any other financial amount paid by the VC Holder which is in the possession of the Provider.
- d) The VC Holder is entitled to unilaterally set off against the Provider's receivables only their legally recognized receivables.

# 7) Limitation and Suspension of Provision of Services

- a) The Provider is entitled to limit or suspend, even immediately, the provision of services to the VC Holder in case the VC Holder seriously breaches provisions of the Operating Rules, these Business Terms and Conditions or the Provider's notification, especially in the following cases:
- i) the VC Holder demonstrably violates traffic signs in the Provider's parking areas;

- ii) the VC Holder demonstrably leaves the Provider's parking areas in a different manner than as permitted by the Operating Rules, these Business Terms and Conditions or the Provider's notification:
- iii) the VC Holder rudely attacks (even verbally) the Provider's employees or other persons staying within the grounds of the Prague-Ruzyně international public civil airport;
- iv) delivery of any communication to the email address provided by the VC Holder failed;
- v) it is suspected that the VC Holder concluded the VC Agreement on the basis of false information;
- vi) The VC Holder uses services in a manner that can negatively affect other VC Holders, the operation of the parking areas or parts thereof, or that can negatively affect the availability of offered services for other VC Holders;
- vii) The VC Holder uses services contrary to these Business Terms and Conditions, or inconsistently with the terms of the given tariff;
- viii) if there are reasonable grounds for suspecting misuse of services provided.
- b) The Provider undertakes to inform the VC Holder without delay about temporary limitation or suspension (blocking) of the service.

#### 8) Penalties

a) The VC Holder expressly agrees with all contractual penalties specified in these Business Terms and Conditions and in the Provider's Operating Rules, and undertakes, in case of breach of these documents, to pay the penalty immediately upon the Provider's request.

#### 9) Amount of Credit and Length of VC Validity

- a) The Provider will provide the VC Holder with credit equal to the number of points corresponding to the relevant tariff (hereinafter the "Credit"). Tariffs are specified in the Provider's current Price List of Services.
- b) The Provider will allow the use of Credit within the time limit (usually one year) specified in the Provider's information materials (usually notification of tariffs sent by email for the given year).
- c) The VC Holder is not entitled to reimbursement of unused credit; the VC Holder is only entitled to the extension of the VC after paying the minimum amount of credit for the given tariff 1 month before the day of termination of the VC Agreement (the date until which the VC was encoded) at the latest.
- d) The VC does not allow the VC Holder to have negative credit. If the VC Holder parks for longer time at  $P_1$  EXPRESS /  $P_2$  EXPRESS /  $P_B$  ECONOMY, it is obliged to recharge their VC before exiting the parking area.
- e) The VC can be recharged only in multiples of the minimum charge and only up to a multiple of 2x.

### Annex No. 8 - Conditions for Parking in the Green Zone

#### I.1 General Conditions

1. The Parking Areas referred to in Annex No. 5B – P13,P14,P15,P16,P18,P20 and P21 are marked with vertical traffic sign E13 (supplementary sign) declaring the "Green Zone" and the numerical designation of the parking lot (hereinafter the "Green Zone").

#### I. 2 Operating Conditions

- 1. The Green Zone allows the holder of a valid paid parking permit/coupon to park or repark a duly marked Vehicle within the parking lots mentioned in the previous paragraph.
- 2. The permit/coupon for the Green Zone is valid if:
  - it includes a legible RP;
  - the entered RP corresponds to the Vehicle RP;
  - it is entirely affixed on the inside of the left rear window or the driver's side window;
  - it includes two perforations specifying the period of validity (1x the given month, 1x the given year);
  - its colour matches the colour designation of the zone (i.e. green zone green coupon).
- 3. The permit/coupon for the Green Zone is invalid if:
  - it does not include a legible RP;
  - the entered RP does not correspond to the Vehicle RP;
  - it is affixed to a place other than as permitted;
  - the period of validity (month or year) has multiple perforations.

#### **I.3 Other Provisions**

- 1. The parking permit/coupon:
  - is non-transferable;
  - is a one-off permit/coupon, i.e. it can only be perforated at two points; any other perforation will invalidate the permit and the coupon will cease to be valid at the moment this other perforation is detected;
  - must be removed by the User of the Vehicle immediately after it ceases to be valid.

# Annex No. 9 - Additional Conditions for Parking in Guarded Parking Lot PA SMART

#### I. 1 Operating Conditions

- 1. The maximum period of parking in the guarded parking lots is 90 days unless a longer period is agreed to with the Operator on the basis of an individual written contract. After exceeding this period, the Operator is no longer responsible for damage caused to the Vehicle.
- 2. A parking space can be reserved via the relevant application on the Provider's website at <a href="https://www.aeroparking.cz">www.aeroparking.cz</a>
- 3. Fees for unguarded parking lots are stated on the Provider's website www.aeroparking.cz
- 4. When exiting the area of a guarded parking lot, the User is obliged to insert the paid parking ticket into the exit stand. After the parking ticket is verified, the User will be allowed to leave the area of the guarded parking lot. The parking ticket will remain in the collection bin of the automatic parking system.
- 5. If the parking system evaluates the parking ticket as being incorrect when exiting, the User is obliged to contact the Parking Facility Control Room using the intercom installed on the exit stand or to present themselves, depending on the seriousness of the error on the parking ticket, in the Parking Facility Control Room in building P<sub>C</sub> COMFORT.
- 6. CNG and LPG driven vehicles park on the roof of the building; during the winter season or due to bad weather or if the roof of the building is closed, parking spaces in section 8 of the 4th above-ground floor are reserved for the parking of CNG and LPG driven vehicles.
- 7. These parking spaces are located opposite the ramp to section 8 (along the periphery of the building) with the numerical designation 836 to 845.

# **I.2 Security Rules**

- 1. Persons moving within the area of the guarded parking lots are responsible for any damage they cause by their actions to the Operator or third parties.
- 2. The Operator is entitled to exercise the right of retention against a customer in order to secure its claims due. The User will be allowed to exit the parking lot or collect the Vehicle in the Parking Area for vehicles that were towed away only after the payment of the price for parking, damages and other claims or, if the amount of damage cannot be accurately determined, after the damage record is drawn up, with the driver's obligation to pay for the damage.
- 3. The Operator of the guarded parking lots is responsible for damage caused to a parked Vehicle and its accessories in accordance with the provisions of the Civil Code. The Operator is not responsible for any loss of or damage to items located in parked Vehicles.
- 4. The guarded parking lot area is continuously monitored and the camera record is stored for a maximum of 14 calendar days.
- 5. The maximum vehicle height clearance for the entry (1.8 m) is regulated by traffic signs above the entry to the parking lot.

# Annex No. 10 - Additional Conditions for Parking in Guarded Parking Lot P<sub>D</sub> HOLIDAY I.1 Operating Conditions

- 1. The maximum period of parking in the guarded parking lots is 90 days unless a longer period is agreed with the Operator on the basis of an individual written contract. After exceeding this period, the Operator is no longer responsible for damage caused to the Vehicle. Fees for unguarded parking lots are stated in the Operator's currently valid Price List of Services, which is located in front of the entries to the guarded parking lots.
- 2. After duly paying the parking fee, the User is obliged to leave the area of the parking lots with their Vehicle within 20 minutes.
- 3. CNG and LPG driven vehicles park preferentially on the roof of the building; during the winter season or due to bad weather or if the roof of the building is closed, parking spaces in section 12 of the 6th above-ground floor are reserved for the parking of CNG and LPG driven vehicles. These parking spaces are located opposite the ramp to section 12 (along the periphery of the building) with the numerical designation 1201 to 1210.

### **I.2 Security Rules**

- 6. Persons moving within the area of the guarded parking lots are responsible for any damage they cause by their actions to the Operator or third parties.
- 7. The Operator is entitled to exercise the right of retention against a customer in order to secure its claims due. The User will be allowed to exit the parking lot or collect the Vehicle in the Parking Area for vehicles that were towed away only after the payment of the price for parking, damages and other claims or, if the amount of damage cannot be accurately determined, after the damage record is drawn up, with the driver's obligation to pay for the damage.
- 8. The Operator of the guarded parking lots is responsible for damage caused to a parked Vehicle and its accessories in accordance with the provisions of the Civil Code. The Operator is not responsible for any loss of or damage to items located in parked Vehicles.
- 9. The guarded parking lot area is continuously monitored and the camera record is stored for a maximum of 14 calendar days.

The maximum vehicle height clearance for entry (e.g. 2.2 m, 2.3 m and 1.8 m) is regulated by traffic signs.