

Terms & Conditions for Online Parking Space Reservations at Cruise Center Steinwerder

Scope

1. Usage of the Online Parking Space Reservation System <https://parken.cruise-gate-hamburg.de> and the services provided by CGH Cruise Gate Hamburg GmbH (hereinafter CGH) are subject to the following terms and conditions.
2. The terms and conditions as valid at the time of agreeing a contract shall apply.

Cancellation policy for consumers in accordance with German Civil Code (“BGB”) Article 13.

1. The reservation may be cancelled by the customer within the scope of the statutory cancellation right, insofar as the customer is acting as a consumer in the sense of BGB Art. 13 when the reservation is made. Consumers in the sense of BGB Art. 13 are natural persons who conclude a rental contract which cannot be imputed to either their self-employed or their professional activities.
2. Cancellation right
You may revoke your contractual agreement within two weeks, without specifying a reason, in writing (e.g. letter, fax, email). The time limit begins after receipt of this policy in writing, but not before the contract is concluded and not before the fulfilment of our information obligations in accordance with Article 246 No. 2 in combination with Article 1 Paragraphs 1 and 2 of the Introductory Act to the German Civil Code (“EGBGB”) and not before the fulfilment of our obligations in accordance with BGB Art. 312g Paragraph 1 No. 1 in combination with EGBGB Art. 246 No. 3. The time limit for cancellations shall be considered as satisfied if the revocation is sent before expiry of the time limit. Revocation is to be sent to:
FHK Flughafen Hamburg Konsortial- und Service GmbH & Co. oHG
Flughafenstrasse 1-3,
22335 Hamburg
Email: parken@cgh.hamburg.de
Fax: +49 40 / 5075 3873
3. Consequences of cancellation
In the case of effective cancellation, any goods or payments received by either party are to be returned and any benefit obtained (e.g. interest, benefit of use) to be reimbursed. Insofar as you are unable to return goods, payment or benefit completely and in original condition, you may be required to reimburse us for any loss of value. Obligations for the reimbursement of payments must be fulfilled within 30 days. This period begins for you when you send your revocation, and for us when we receive it.
4. Special notes
The right of cancellation of a contract for the provision of services expires when the company has completely fulfilled the provision of service, provided that the provision of service was first commenced after the consumer has expressly agreed to such and at the same time confirmed his or her understanding that the right of cancellation shall be lost when the company has completely fulfilled the contract.
5. Booking fee
We hereby inform you that the booking fee shall not be reimbursed in the event of an effective cancellation.

Contractual agreement

1. The provision of the Online Parking Space Reservation System does not constitute a binding offer on the part of FHK; rather, it is a non-binding invitation to the customer (Tenant) to make an offer to conclude a parking space rental contract in accordance with the following terms and conditions (Rental Contract).
2. By clicking the button “with cost reservation”, the Tenant makes a binding and irrevocable offer to conclude a parking space rental contract.

3. CGH produces a booking confirmation with the relevant information (customer name and address, booking number, selected parking facility, parking duration, voucher / coupon codes used, means of entry QR-code, fee). The acceptance of this offer takes the form of a confirmation by CGH. The customer is responsible to view and print this confirmation of reservation either during or after the reservation process. CGH will also send the booking confirmation by email. CGH cannot, however, guarantee that this email will be received by the customer. The customer is therefore responsible to obtain the booking confirmation as described above. The contract is agreed when the booking confirmation is made available in the booking overview.
4. A retrospective change of the billing address is not possible.
5. Upon conclusion of a contract, the customer obtains the right to park his/her vehicle on a single occasion in the selected CGH parking facility at Cruise Center Steinwerder during the time specified in the reservation.
6. CGH is obliged to make a parking space available to the customer in accordance with the conditions agreed. The Reservation System provides information as to which car parks have capacity available for the specified period, enabling the customer to select a car park based on this information. The customer does not have the right to nominate a specific parking space within the selected car park.
7. Should special circumstances preclude the provision of the reserved parking product, CGH is obliged to offer the customer an alternative parking space subject to the same conditions or to cancel the booking without charge. The amendment or cancellation of a reservation shall take place no later than 24 hours before the commencement of the parking reservation.
8. CGH accepts no liability for cases of force majeure and other situations beyond its control, e.g. car park barriers being blocked by other users. In such cases, CGH is not obliged to provide the customer with an alternative parking space subject to the same conditions or to undertake a cancellation without charge.
9. A parking space reservation is non-transferrable and may not be sold. It is exclusively for the use of the person making the reservation.
10. The indicated Conditions of Usage of the parking facilities form part of the contract.
11. The customer may also view the Terms & Conditions for Online Parking Space Reservations at Cruise Center Steinwerder after concluding a contract from within the Bookings Overview in the Online Parking Space Reservation System.
12. The Online Parking Space Reservation System is made available in the German and English languages.

Payments

1. The parking fee for the booked period and the booking fee are to be paid immediately for reservations made with credit card. The charge shall be automatically applied to the credit card. A minimum advance booking period of 24 hours shall apply.
2. The customer shall receive a confirmation of booking as described under Paragraph 3 of Contractual Agreement; the parking fee for the period of booking and the booking fee shall be clearly shown.
3. The standard parking rate for the relevant parking product must be paid for parking beyond the booked period. Credit cards will automatically be charged when you leave the car park.
4. At the end of the parking period, the customer shall be issued with a receipt for the booking and parking fees charged. It is up to the customer to retrieve and print the receipt via the booking overview. CGH will also send the receipt by email. CGH cannot, however, guarantee that this email will be received by the customer.
5. In the event, that the booked parking period is not fully used, there shall be no crediting or reimbursement of parking fees already paid.
6. For cancellations and unused reservations (customer does not make use of the parking space reservation), the fees specified for the relevant product shall be levied. The customer shall be issued with a receipt for the appropriate fee and the credit card will be charged automatically. It is the customer's responsibility to retrieve and print the receipt via the Overview of Bookings. CGH will also send the receipt by email. CGH cannot, however, guarantee that this email will be received by the customer.

Cancellations

1. Cancellations can only be made online using the Online Parking Space Reservation System based on the relevant booking number.
2. A cancellation shall be considered to have taken place at the time it is received by CGH. Late cancellations cannot be taken into consideration.
3. The following time limits and fees shall apply to cancellations and unused services.
 - 3.1 Cancellations
 - 3.1.1 Cancellations of booked services are possible up to 48 hours before the booked time of commencement of parking.
 - 3.1.2 The following cancellation fees shall apply:
 - 3.1.2.1 Cancellations are free of charge.
 - 3.1.2.2 The booking fee already levied shall not be refunded.
 - 3.1.2.3 Parking fees already paid shall be refunded in full.
 - 3.2 Unused reservations (no-shows)
 - 3.2.1 Reservations shall be kept open up to a maximum of 24 hours after the booked arrival time. After this point, a reservation shall be considered as unused.
 - 3.2.2 The processing fee listed for the relevant parking product shall be levied for unused reservations.
 - 3.2.3 The booking fee already levied shall not be refunded.
 - 3.2.4 Parking fees already paid shall be refunded in full.
4. In the case of cancellation, the customer shall be issued with a receipt for the booking and parking fees charged. It is up to the customer to retrieve and print the receipt via the booking overview. CGH will also send the receipt by email. CGH cannot, however, guarantee that this email will be received by the customer.

Entering and Exiting the Booked Car Park

1. The entry to and exit from the reserved car park requires the use of the transmitted QR-code.
2. Should the EC/credit card or QR-code not be available when entering the car park, the control centre staff of SecuServe Aviation Security and Services Hamburg GmbH can manually open the barrier when provided with the booking number. The control centre may be reached by the service intercom at the entry to the car park or by telephoning +49-(0)40-5075 3303. Payment proceeds as specified in the conditions listed above.
3. If a customer parks without using the QR-code specified in the booking, for example if the EC/credit card or QR-code has been forgotten and the customer takes a ticket from the machine at the entry to the car park, the parking must be paid directly at a payment machine according to the parking tariff applicable to the car park. The booking and parking fees paid in advance cannot be counted against the charge for parking. The parking tariff from the Online Parking Space Reservation System shall not apply.

Data Protection

1. The management of parking spaces at Cruise Center Steinwerder is the responsibility of FHK Flughafen Hamburg Konsortial- und Service GmbH & Co. oHG (hereinafter referred to as FHK). Personal data acquired, processed, and used by CGH as part of the online parking reservation process shall only be passed on to FHK for the purpose of the parking reservation.
2. CGH and FHK shall ensure that the customer's personal data is only gathered, saved and processed to the extent necessary to fulfil contractual obligations and to the extent permitted or required by legal regulations and/or customer consent.
3. Should consent relating to data protection regulations be obtained from the customer as part of the usage of the service provided, the customer shall be notified that this consent may be revoked at any time by the customer with effect going forward.
4. Where the parking facility used is equipped with a vehicle registration plate recognition system for billing and/or debt collection purposes, the vehicle registration is recorded and saved in the parking

management system for every entry to and exit from the car park. When a vehicle leaves, the registration is compared with registrations recorded at entry. Photos of the vehicle registration plate, taken at entry and at exit, shall be saved for the duration of parking and deleted no later than 5 minutes 4 hours after exit.

5. Further notifications relating to data protection and to the purpose, nature and scope of the collection, processing and usage of personal data may be found in the Data Protection Statement.

Liability

1. CGH is liable without restriction for all damages caused by deliberate action or gross negligence on the part of FHG.
2. In the case of slight negligence, CGH is liable without restriction for death, bodily injury, and damages to health.
3. Furthermore, CGH shall only be liable where CGH has violated an essential contractual obligation. For the purposes of this clause, essential contractual obligations are those obligations, the fulfilment of which is essential to the orderly satisfaction of the terms of the contract and on the fulfilment of which the customer can under normal circumstances depend. In such cases, liability is restricted to compensation for foreseeable, typically occurring damages.
4. To the extent that the liability of CGH is excluded or restricted by the conditions listed above, this shall also apply to CGH's assistants. CGH shall not be liable for the actions of third parties.
5. The customer is obliged to inspect his/her vehicle for damage before leaving the parking space. Damages must be notified to CGH without delay before leaving the parking space.
6. The right of utilisation of the parking space is restricted to the parking of automobiles. Neither surveillance nor custodianship is included within the scope of this contract. Accordingly, CGH accepts no custodial obligation for parked vehicles.

Miscellaneous Provisions

1. The place of fulfilment and competent jurisdiction is Hamburg.
2. The General Parking Conditions/Car Park Conditions of Use supplement these Terms & Conditions.

Terms of Usage

1. Entering and parking on Parking Area A are only permissible for cars and estate cars without trailers. Trucks and buses use their respective entry gates and parking spaces.
2. By accepting the parking ticket to be taken from the machine in front of the barrier when entering the multi-storey car park or in the car park, a rental agreement is concluded between CGH Cruise Gate Hamburg GmbH (hereinafter CGH) and the user of the multi-storey car park or car park (hereinafter referred to as „renting party“), the essential part of which are these terms of usage and the charging system displayed at the respective entrance. The renting party is the vehicle owner as well as the driver. The duration of the rental agreement is restricted to a maximum of 3 months.
3. Guarding, monitoring, safekeeping and granting insurance cover are not covered by this contract. Even if personnel are present in the parking facilities or these facilities are monitored by means of electro-optical systems (video surveillance), there is no duty to take care or assume liability associated with this, in particular not for theft or damage.
4. CGH- shall assume unlimited liability in the case of intent and gross negligence as well as in the case of injury to life, body and health for contractual and criminal damage claims. This also applies in the event of breaches of duty by a vicarious agent or legal representative. In cases of slight negligence liability is only assumed for breaches of essential duties. In this case the liability is limited to the maximum amount for foreseeable, typical damage and in the framework of the employer's liability insurance, providing and in as far as the insurance company pays damages; if several people have incurred damages due to an incident, these are considered to be joint and several creditors in view of insurance benefits paid by the insurance company for example in cases of force majeure such as storm floods. Liability is excluded in all other cases. The renting party is obliged to immediately report any obvious damages to CGH- or its service provider before leaving the car park resp. multi-storey car park.
5. CGH- is not liable for damages caused by other users of the car park or other third parties. In the appropriately signposted areas, there is a danger of flooding at high tide or flood situations. In this regard, vehicles are parked at the owner's own risk
6. The renting party is liable to the rental company or third parties for all damages for which he, his employees, his representatives, or persons accompanying him are responsible, in particular for culpably caused contaminations of the car park.
7. As soon as the park barriers open the renting party must immediately continue his journey and park in a correspondingly marked parking space.
8. Traffic regulations apply. The erected traffic signs and pointers are to be observed. The same applies to instructions issued by employees of CGH- as well as its service providers.
9. The vehicle may only be parked on parking spaces intended for this purpose. It must be possible at all times for the drivers on the adjoining parking spaces to get into and out of the vehicle. The parked vehicle is to be properly locked and secured. The renting party must then leave the car park immediately. Driveways are to be kept free, in particular entrances and exits.
10. CGH has a right of retention for all claims from the rental relationship as well as a lien to the renting party's parked vehicle and its accessories. The renting party may not assert any claims for damages due to blocking individual parking facilities as a result of unforeseeable events.

11. CGH-Flughafen Hamburg Konsortial- und Service GmbH & Co. OHG is entitled to have the vehicle towed away at the expense and risk of the renting party for an important reason, in particular
 - a) if the parked vehicle endangers or essentially obstructs other operations due to its features or its location
 - b) if the vehicle is not licensed or the licence is withdrawn during the parking period
 - c) if the vehicle has been parked at the car park for over 3 months.
12. No type of work may be carried out on the vehicle parked on the parking space.
13. The following is particularly forbidden:
 - a) smoking and using fire
 - b) storing fuel, inflammable objects, and empty fuel containers
 - c) sounding the horn unnecessarily and otherwise disturbing other users
 - d) letting the engine run or checking the engine unnecessarily
 - e) parking a car with a leaking tank, oil container, carburettor, or the like
14. Using the car park is only permitted for the purpose of parking. To stay overnight on the parking premises is not allowed. Performing advertising measures or services on the parking areas with the written consent of CGH is categorically prohibited. It is not permitted for children to enter the car park without being accompanied by adults.
15. The due parking fee is to be paid at the automatic payment machine and/or the cashier's office before collecting the vehicle. Information on the level of the parking fee to be paid resp. the opening hours are visibly displayed at all entrances to the parking areas. The vehicle is to be removed from the parking space directly after the parking fee has been paid. If payment has been made with credit card, the billing data will be passed on to a third party for processing, the renting party declares himself to be in agreement with this.
16. Where the parking facility used is equipped with a vehicle registration plate recognition system for billing and/or debt collection purposes, the vehicle registration is recorded and saved in the parking management system for every entry to and exit from the car park. When a vehicle leaves, the registration is compared with registrations recorded at entry. Photos of the vehicle registration plate, taken at entry and at exit, shall be saved for the duration of parking and deleted no later than 5 minutes hours after exit
17. In the event of the parking ticket being lost the daily fee for the respective car park plus a processing fee of 5 € is to be paid in any case. Furthermore, if the renting party is not able to produce the parking ticket or another voucher for the parking duration to CGH after the end of the rental for the car park, in this case the renting party must pay to CGH the daily fee for the car park for the period of maximum six weeks. Should the renting party be able to produce the parking ticket or another voucher for the parking duration at a later date, the parking fee will be offset against the daily rate already paid. The processing fee of 5 € will not be reimbursed.
18. The court of jurisdiction and place of performance is Hamburg, providing an agreement on this is permissible.