

Parking Order

1. General provisions, Object of the contract

1.1. The parking place of the vehicle can only be used after making the use contract between the Visitor/Tenant – hereinafter Lessee – and the Car park operator – hereinafter Lesser.

1.2. The contract relating to the use of the parking place of the vehicle is made:

- a) by parking the vehicle at the parking place – no matter how long it takes,
- b) by signing the lease of the parking place for a longer period and by taking the appointed parking place.

1.3. With the creation of the contract, Lessee on the one hand accepts the present policy of the parking place and assumes the obligation to keep them. On the other hand, Lessee requires the right for:

- a) the Visitor to park their vehicle according to their wish, at a vacant (not maintained for a Lessee) parking place;
as well as
- b) the Lessee to park their vehicle at the parking place maintained for them as defined in the contract.

1.4. By signing the contract, the Lesser only assumes obligation to make the parking place available for the vehicle in usable condition for the Lessee.

1.5. Parking vehicles delivering flammable freight as well as vehicles operated by gas is forbidden.

1.6. Parking vehicles without having a registration number is only permitted after a previous agreement was made with the Lesser.

2. Open hours of the parking place, use of the rental property

2.1. The garage is open 24 hours between 2019 August 4 - 14, every day of the week, on bank holidays and other public holidays, non stop. If some boody left the car more after the openingy time (2019-08-14-16:00) we will take the car away in an other parking lot (Szentendrei út 40. Mőemax garage district 3.) for the owner cost.

3. Rules of behaviour

3.1. At the parking place, the Lessee is obliged to keep the traffic rules and consider the traffic signs, traffic lamps and signs painted on the pavement.

3.2. At the parking place, stopping the vehicle in order to park the car is only permitted at the assigned and painted place provided with a number.

3.3. It is forbidden to obstacle or barricade the traffic, connecting and pedestrian roads, the exits, the escapes as well as the entrance available for fire fighters with parking vehicles or other objects.

3.4. In case of breaking the traffic rules of the parking place, the Lessee is obliged to pay 6.000,- HUF special processing fee. In case of causing damage resulting from breaking the traffic and parking rules, the claim for damages still remains beyond this amount.

3.5. The Lessee is obliged to perform the instructions of the Lesser, the operating staff and the rules relating to the use of the security parking place.

3.6. After parking the vehicle, the vehicle is to be closed normally and the parking place is to be left. Operating the engine is forbidden. Maintenance, cleaning and repairing work can only be done by the staff assigned by Lesser.

3.7. Smoking and use of open flame is forbidden. In case of fire, everyone not being entitled to put it out is obliged to leave the parking place on the shortest path as soon as possible.

3.8. Damage caused by the Lessee in the equipment of the parking place is to be announced to the Lesser forthwith. The costs of cleaning the contamination of the parking place caused by the Lessee are paid by the Lessee.

4. Liability

4.1. The parking place is operated without guarding. The Lesser is not obliged to watch, guard or protect the vehicles as well as the objects which can be found on/in them, so guarding the parking vehicles at the parking place is not the task of the operating and the security staff.

4.2. The parking place is not a heated parking place.

4.2. The Lesser is only responsible for damages caused by themselves, their staff or their subsidiary staff – for whom the Lesser is responsible regulated by the law – with their intentional or negligent behaviour.

4.3. Damages caused by a third person is not the liability of the Lesser. Damage resulting from theft is to be announced to the competent police station by the Lessee.

4.4. The Lesser is not responsible for damage caused indirectly or directly by vis maior (for example: war, fire, explosion, break down of technical equipment, strike or riots).

5. Prices and payment

5.1. The prevailing parking fees are hung out at the parking place.

5.2. The parking fee can be paid at the automatic toll put out at the parking place or for the staff with cash. In case of the malfunction of the automatic toll machines or losing the parking ticket, the parking fee can also be paid at the room service of the operating staff. The need for the VAT invoice is to be implied in advanced.

5.2. Leaving the parking place is only permitted after paying the parking fee or with having a permanent parking ticket. If the Lessee leaves the garage without paying the parking fee, the Lesser can demand a fee equals with 3 days of charges according to the rate in so far as the Lessee cannot prove undoubtedly that they have parked their vehicle for a shorter period of time. Furthermore, the Lesser can validate their demand according to 6.2. owing to the violation of the parking order.

5.3. If the parking vehicle occupies two or more parking places, then the Lessee is obliged to pay additional fee accordingly.

6. Deposit, damages, guarantee

6.1. In case of losing the parking ticket, the Lessee is obliged to show their identity card and sign the minutes issued. In this case – if the longer period parking time cannot be proved – the Lessee is to deposit a fee equals with 3 days of charges as a guarantee. In so far as the lost parking ticket is found in 7 days, then any overpayment is refunded. After 7 days, the amount deposited is rightfully the Lesser's.

6.2. In case of the contravention of the parking order – especially in case of parking vehicles without having a registration number or leaving without the payment of the parking fee – the Lesser can demand 20.000,- HUF as penalty. Furthermore, the Lesser can demand the Lessee to refund the costs of expenditure relating to the contravention of the parking order, especially the costs of police investigations, employing staff, repair work, attorney costs, etc.

6.3. The contracting parties agree that the satisfaction of claims related to this contract, the Lesser – as the pledgor to the vehicle as well as its content – is also entitled to a contractual lien, which lien comes to an existence by taking over the parking ticket, signing the parking lease and is based on the Parking Order. The parties agree that the pledgor – in so far as the Lessee will not fulfil their payment obligations – is entitled to hand over the pledge to the person dealing with selling the pledge or a person being entitled to organize auctions so as to satisfy the pledgor's claims from the price of the hand-over, is obliged to account to the Lessee with the remaining amount.

7. The period of validity, the remove of the vehicle

7.1 The longest period of time for parking is 2019.08.14. 16:00.

7.2. The Lesser is entitled to remove the vehicle with its content from the garage at the Lessee's expense and danger and park it at a transport area without having fee payment obligation if:

- the vehicle has no registration number,
- fuel or other liquid material is leaking out of the vehicle, the vehicle is smoking, or other failures of the vehicle is endangering or obstructing the operation of the garage,
- the vehicle has not been parked according to the rule, or it has been parked in a way that obstacles the traffic, or has not been parked at the place reserved in advance.

7.3. The Lesser can live with their pledgor right defined in 6.3. of present Parking Order if:

- three times of the longest period of parking time has expired and before that the Lessee or the owner of the registration has been notified several times in writing but the notification has had no result.

7.4. After the expiry of the longest period of parking time, the Lesser is entitled to relocate the vehicle inside the garage at the Lessee's expense and responsibility and ensure it according to their decision so that the Lessee cannot drive it out of the garage without the Lesser's or their staff's cooperation.

7.5. The Lesser is entitled to get a fee according to the parking rate until the vehicle is removed from the garage.

8. The place of performance, jurisdiction

8.1. The place of performance of the contract is Bojtár utca 51. – as it is defined in the contract - where the short-term parking ticket has been bought.

8.2. Any dispute that may arise according to the present contract will be settled at the Central District Court of Pest – that is Pesti Központi Kerületi Bíróság.

9. The Lesser reserves the right to change the present parking order.

10. Sziget Festival

10.1 Transfer

- The transfer operates 24 hours during Sziget Festival, that is from 04 August 2019 to 14 August 2019.
- The transfer is free for one times at the beginning and at the end (once in-out). In other cases the prevailing rate is 5 EURO / way.
- The transfer is only available between the Ladik Street (Filatorigát HÉV Stop) and the Parking place in proportion to saturation.
- At the departure, in proportion to saturation, the transfer leaves at Bojtár street 51.
- Except 14 August 2019, the transfer to the Parking place can be fulfilled by bus ordered only on the telephone.
- The calls are received on the phone number of: +36 30 364 0759.
- On 14 August 2019, the bus runs from 06:00 to 16pm non-stop (about every 10 minutes).

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