

Parking Terms and Conditions for Hotel Parking Spaces

1. Rental contract

1.1 Upon entering the hotel parking space (hereinafter: "Parking Area"), the hotel and the renter enter into a rental contract in respect of the parking period requested by the renter during the opening hours in accordance with these Parking Terms and Conditions.

1.2 In that respect, neither guarding nor safekeeping is the subject matter of this contract. The hotel shall not assume any safekeeping or special care obligations for the items brought in by the renter.

2. Terms and conditions of use

2.1 The renter undertakes to apply the care that is required when driving in traffic. In that respect, the special traffic regulations and safety requirements posted in the Parking Area are, in particular, to be observed. Instructions issued by the hotel staff in the interests of safety or concerning the hotel's rules are to be followed at all times without delay. In other respects, the provisions of Spanish Road Traffic Regulations apply accordingly.

2.2 Vehicles may only be parked within the marked parking spaces, but not in the parking spaces reserved by signs for permanent users. The hotel is entitled to move, or make arrangements to have moved, incorrectly parked vehicles by taking appropriate measures at the renter's expense. To that end the hotel may charge a flat rate. In such a case, the renter may furnish proof that the costs were not incurred or are significantly lower than the flat rate.

2.3 The hotel is similarly entitled to remove the renter's vehicle from the Parking Area in the event of imminent danger.

2.4 Each renter is advised to carefully lock his/her vehicle at all times after leaving it and not to leave any valuables behind.

2.5 The opening hours can be found in the relevant notices.

3. Safety and order regulations

3.1 Vehicles may only be driven at walking speed in the Parking Area.

3.2 The following are not permitted in the Parking Area: – Smoking and using fire, – storing fuel, fuel containers and inflammable objects, – unnecessary running of engines, – parking vehicles with leaking tanks or carburettors, – refuelling, repairing, washing or interior cleaning of vehicles – draining cooling water, fuel or oils – distributing advertising material.

3.3 The renter is to remove any soiling he/she causes without delay.

4. Fee and parking duration

4.1 The amount of the parking fee to be paid and the permissible parking duration are stated in the valid price list.

4.2 The maximum parking duration is one month unless a special agreement is entered into in individual cases.

4.3 Following expiry of the maximum parking duration, the hotel shall be entitled to have the vehicle removed from the Parking Area at the renter's expense provided prior written notification has been given to the renter and/or vehicle owner setting a deadline of at least two weeks and that has lapsed in vain, or the value of the vehicle clearly does not exceed the due rent. The hotel shall be entitled to a fee in accordance with the price list until the vehicle is removed.

4.4 The hotel may verify the authorisation to collect and use the vehicle.

4.5 If the renter uses more than one parking space with his/her vehicle, the hotel shall be entitled to charge the full parking fee for the number of parking spaces actually used.

5. Liability on the part of the hotel

5.1 The hotel shall only be liable for damage that is proven to have been caused by the hotel or its vicarious agents intentionally or as a result of gross negligence. This limitation of liability shall not apply in the event of loss of life, physical injury or detrimental effects on health or in the event of a breach of essential contractual obligations.

5.2 The renter undertakes to report to the hotel without delay any damage to his/her vehicle.

5.3 The hotel excludes any liability for damage caused by other renters or other third parties. This applies, in particular, to damage, destruction or theft of the parked vehicle or movable/installed items from the vehicle or items attached to or on the vehicle.

5.4 If the renter is a hotel guest and the hotel assumes the parking or collection of the vehicle at the renter's request, this shall not constitute a safekeeping agreement either and shall not be duty of supervision because this is merely a courtesy on the part of the hotel for the guest. Damage caused to other vehicles or property in the process shall be settled via the renter's/vehicle owner's motor vehicle third party liability insurance. Furthermore, the hotel and the driver appointed by the hotel shall not be liable for any damage directly caused to the renter's vehicle or for any financial disadvantages in conjunction with settlement of the damage to the other vehicles or property via the renter's/vehicle owner's motor vehicle third party liability insurance (excess payments, premium increases etc.) unless the driver appointed by the hotel caused the damage intentionally or as a result of gross negligence.

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6. Liability on the part of the renter

6.1 The renter shall be liable for damage to the hotel culpably caused by himself/herself or by his/her vicarious agents, representatives or companions. The renter undertakes to report such damage to the hotel without being asked before leaving the Parking Area.

6.2 The renter shall be liable for the cleaning costs in the event of soiling the Parking Area caused by him/her within the meaning of sub-section 3.2.

7. Right of lien/right of retention/utilisation

7.1 The hotel is entitled to a right of retention and a statutory lien on the renter's parked vehicle on account of its claims arising from the rental contract.

7.2 The hotel is entitled to remove and/or dispose of vehicles or trailers without a registration number provided the renter/vehicle owner has been informed and cautioned with this beforehand and has not complied with the request to remove the vehicle within a reasonable period of time set by the hotel. Such a threat and request shall not be required if the renter/vehicle owner could not be identified, including after adopting reasonable measures. The renter/vehicle owner shall be entitled to any proceeds from the sale less the costs incurred and the parking charge incurred up to the time of removal of the vehicle.

7.3 Irrespective of the rights in sub-section 7.1 and sub-section 7.2, the renter shall be liable to the hotel for all costs incurred.