

Parking Terms and Conditions for Hotel Parking Spaces

1. Conditions

1.1 The below listed points apply exclusively to the covered indoor parking spaces of the Precise Resort El Rompido.

1.2 For uncovered outdoor parking spaces which do not belong to the Precise Resort El Rompido, the user himself assumes any kind of liability for damage and theft caused in the parking area.

2. Terms and conditions of use

2.1 The user 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. The hotel is entitled to move, or make arrangements to have moved, incorrectly parked vehicles by taking appropriate measures at the user's expense.

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

2.4 Each user 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 user is to remove any soiling he/she causes without delay.

4. Fee and parking duration

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

4.2 Following expiry of the maximum parking duration, the hotel shall be entitled to have the vehicle removed from the Parking Area at the user's expense provided prior written notification has been given to the user and/or vehicle owner setting a deadline of at least two weeks and that has lapsed in vain. The hotel shall be entitled to a fee in accordance with the price list until the vehicle is removed.

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

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 user 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 users 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.

6. Liability on the part of the user

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

6.2 The user 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 remove and/or dispose of vehicles or trailers without a registration number provided the user/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 request shall not be required if the user/vehicle owner could not be identified, including after adopting reasonable measures.

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