



CAR PARK REGULATIONS

§1

GENERAL PROVISIONS

1. The car park area, situated at No. 7 and 8 Sanatoryjna Street in Świeradów-Zdrój is an integral part of the Cottonina Hotel & Mineral SPA Resort (hereafter the "*Car Park*").
2. The Car park is operated by **Villa Cottonina Sp. z o.o (Limited Liability Company)** with registered seat in Świeradów-Zdrój, at 7 Sanatoryjna Street, 59-850 Świeradów Zdrój, a commercial company listed in the Register of Entrepreneurs of the National Court Register by the District Court for Wrocław-Fabryczna in Wrocław, IX Commercial Department of the National Court Register, under KRS ("National Court Register") number: 0000335296, REGON (National Business Registry Number): 021020549, Tax ID: 6131552269; share capital: PLN 60,000.00 (hereafter: "*the Company*").
3. Leaving the vehicle in the car park is not tantamount to concluding a parking agreement referred to in Art. 835 et seq. of the Civil Code. By leaving the vehicle in the Car Park, the vehicle user only takes a parking space of its choice for use, under the rules applicable to the lending agreement referred to in Art. 710 et seq. of the Civil Code.
4. Entry into the Car Park area implies acceptance of the Regulation and use of the Car Park.

§2

CAR PARK

1. The *Car Park* managed by the Company, is a no-cost, unattended car park.
2. The *Car Park* is intended for parking cars up to 3.5 tonnes and tour buses for motorists using the services of the Cottonina Hotel & Mineral SPA Resort.
3. The *Car Park* prohibits the entry of vehicles transporting flammable, caustic, explosive or other materials if the hazardous material contained therein is not protected in accordance with applicable provisions.
4. The *car park* area is separated, illuminated and secured with a fence; however, it is not supervised or protected against access by third parties.
5. The car park is open throughout the year.

§3

LIABILITY OF THE CAR PARK OPERATOR

1. The *Car Park* Operator is not liable for the loss of or damage to vehicles located on the premises of the car park, nor is it responsible for the loss of or damage to items left in the vehicles, barring damages resulting from the exclusive fault of the Car Park Operator or persons for whose actions it is accountable as for its actions.
2. The *Car Park* Manager is not liable for damages caused to vehicle users, by other *Car Park* users or third parties.
3. The *Company* is not liable for the effects of force majeure and failure to comply with the provisions of the *Regulation* by the Car Park user.

§4

LIABILITY OF THE CAR PARK USER

1. The vehicle user is liable for any damage caused to third parties on the premises of the car park attributable to the user, accompanying persons or other persons for whose actions the user is responsible, as for its actions.
2. The vehicle user is also responsible for contamination of the *Car Park* resulting from spillage of fuel, oil and other technical fluids of the vehicle and other contamination attributable to the user.

3. The vehicle user is obliged to protect the vehicle against unauthorised access.
4. Any damage to vehicles during manoeuvring should be reported immediately to the Reception Desk of Cottonina Hotel & Mineral SPA Resort.
5. The vehicle user is obliged to inform the Reception Desk of Cottonina Hotel & Mineral SPA Resort immediately of any damage to the vehicle, but no later than before leaving the *Car Park*.

§5

TERMS AND CONDITIONS OF USE OF THE CAR PARK

1. The premises of the *Car Park*, access and internal roads are subject to the provisions of the Act of 20.06.1997. - Road Traffic Law (Journal of Laws of 1997 No. 98, item 602), as amended, and the maximum speed of up to 20 km/h.
2. The vehicle user is obliged to observe the road signs displayed on the *Car Park*, access and internal roads, traffic management rules and other conditions of use of the *Car Park*. Furthermore, the vehicle User is obliged to adhere to the instructions of Cottonina Hotel & Mineral SPA Resort and other authorised persons.
3. It is forbidden to repair, wash, vacuum clean the car, change coolants, fuel or oil and to contaminate the parking spaces, internal roads and entry and exit ramps of the *Car Park*.
4. Passenger cars can only be parked in designated parking spaces.
Tour buses can only be parked at places designated by Cottonina Hotel & Mineral SPA Resort staff.
5. A vehicle parked in an unauthorised or reserved place or preventing the exit of another car park user may be towed away at the cost and risk of the *Car Park* user.
6. If you exit the car park at night between 24:00 and 05:00, the vehicle can only leave the *Car Park* after the driver presents the vehicle registration document and personal identity card to the Cottonina Hotel & Mineral SPA Resort staff. If you refuse to identify yourself, the service staff is obliged to inform the police.
7. If the keys are lost or locked inside the vehicle, the user of the vehicle may only attempt to enter the vehicle after showing the vehicle registration and personal identity card and notifying the Cottonina Hotel & Mineral SPA Resort reception desk of the situation.
8. Where it is necessary to tow the vehicle for technical reasons, the vehicle user is obliged to notify the reception of Cottonina Hotel & Mineral SPA Resort.
9. The premises of the *Car Park* have designated parking spaces accessible only to disabled persons, which can only be used by persons with a disability certificate.
10. On the premises of the *Car Park*, it is forbidden to:
 - a. smoke, consume alcohol and use intoxicants;
 - b. leave the vehicle with the engine running;
 - c. leave animals in the vehicle;
 - d. repair, wash or vacuum the vehicle.
11. If the vehicle is parked in a manner inconsistent with the Regulation, in particular, if it has a direct impact on the safety of persons or property, the Operator is entitled to tow the inappropriately parked vehicle to a place indicated by the Company. The vehicle will be towed away at the cost and risk of the vehicle user.

§6

VIDEO SURVEILLANCE

1. The *Car Park* area is monitored, to retrace and analyse incidents of violation of the provisions of the *Regulation*.
2. By accessing the premises of the *Car Park*, the vehicle user consents to the recording by CCTV cameras.
3. The Data Controller of the vehicle users' data is the Company.



4. Surveillance data may be made available only to the persons concerned and at the request of the relevant state authorities.
5. Detailed information on the processing of personal data is set out in the Hotel Regulation - Cottonina Hotel & Mineral SPA Resort available on the website: www.cottonina.pl and at the reception desk of Cottonina Hotel & Mineral SPA Resort.

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FINAL PROVISIONS

1. The full text of the Regulation is available on the information board at the entrance to the *Car Park*, the reception desk of Cottonina Hotel & Mineral SPA Resort and the website: www.cottonina.pl.
2. Complaints and requests related to the use of the *Car Park* should be sent to the *Company's* address.

The Regulation shall apply from 21 September 2020.