



## CAR PARK RULES AND REGULATIONS

hereinafter referred to as: "Rules and Regulations"



KLUB  
SPORTOWY  
AZS  
WROCLAW

These Car Park Rules and Regulations apply to driving in, using and leaving the car park situated at Hotel GEM, GEM Sports Facilities, and the E-Sports Business Incubator in Wrocław (hereinafter referred to as: "Car Park") that belong to the Association – Klub Sportowy "AZS Wrocław" Akademickiego Związku Sportowego we Wrocławiu [*Sports Club "AZS Wrocław" of the Academic Sports Association in Wrocław*], 51-605 Wrocław, ul. Mianowskiego 2 B, for which the District Court [*Sąd Rejonowy*] for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register [*KRS*], maintains the Registration Files designated with the following NIP [*Tax ID No.*]: 898- 21- 70-706 (hereinafter referred to as: "Owner").

### I. GENERAL

1. The Car Park is unsupervised, and a fee is charged for parking.
2. By entering the Car Park area, the vehicle user enters into a parking spot rental agreement with the Owner, on the terms and conditions set out in these Rules and Regulations. The Owner is not liable for any vehicles or any property left therein, nor for the property left in the Car Park outside vehicles. The proof of the agreement is a parking ticket / parking card.
3. Parking fees specified in the Price List are charged 24/7.
4. Parking fees can be paid:
  - by cash: in coins at the pay-and-display machine directly at the Car Park exit;
  - by card/cash: at the reception desk of Hotel GEM, the swimming pool, and the tennis hall.
5. In particularly justified cases, the Owner may decide to temporarily suspend the use of the Car Park, in whole or in part.
6. The basic rate for each started hour of parking in the Car Park is charged in accordance with the currently applicable Price List that includes the parking fees (hereinafter referred to as: "Price List").
7. The Owner deems the person that presents the parking ticket as authorised to drive the vehicle leaving the Car Park.
8. If a parking ticket is lost, the additional fee for parking is due in accordance with the current Price List, unless parking in the Car Park lasts longer, in which case the fee is due and payable for the entire period of parking.
9. If a parking ticket is lost, upon leaving the Car Park the user must prove, in a manner credible for the Owner, that they had the right to use the vehicle. Until the relevant right is demonstrated, the vehicle must not leave the Car Park.
10. The maximum duration of parking under a parking ticket is 4 weeks.
11. Any terms and conditions deviating from provisions of these Rules and Regulations must be agreed in writing on a case-by-case basis, under pain of nullity.

### II. TERMS AND CONDITIONS OF CAR PARK USE. RIGHT TO CONTROL

1. Persons authorised by the Owner control the compliance of parking of vehicles with these Rules and Regulations.
2. Provisions of the Act of 20 June 1997 – Road Traffic Law (*consolidated text. Dz.U. [Journal of Laws] of 2012 item 1137*) apply in the Car Park area.
3. Each vehicle must only occupy one designated parking spot.
4. The Car Park user must respect traffic signs and other conditions of use of the Car Park, and follow instructions of the Owner's employees and persons authorised by the Owner.
5. The Owner has the right to charge an additional fee, in accordance with the currently applicable Price List, for vehicles using the Car Park in breach of these Rules and Regulations.
6. The Owner has the right to prevent the vehicles using the Car Park in breach of these Rules and Regulations from being moved, with the use of wheel clamps.
7. The user whose vehicle is locked by wheel clamps must contact the Owner's representative in order to pay a one-off additional fee, i.e., liquidated damages of amounting to PLN 200.00 for parking in breach of these Rules and Regulations.

### III LIABILITY OF THE VEHICLE USER USING THE CAR PARK

1. The Car Park user is liable for all the damage suffered by the Owner and/or third parties, and caused by the user, their employees, contractors, persons employed on other legal bases, or persons accompanying them.
2. The Car Park user is liable for culpable contamination of the Car Park.
3. The Car Park user must notify the Owner immediately by phone at **530 551 831** of any events referred to in items 1 and 2 above, however, at the latest before leaving the Car Park.
4. The Car Park user is liable for any damage caused as a result handing over the parking ticket to a third party or as a result of losing the ticket.



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### IV. OWNER'S LIABILITY

1. The Owner is not liable for any damage resulting from actions of third parties, force majeure, or the Car Park user's failure to comply with provisions of these Rules and Regulations.
2. The Owner's liability for traffic and parking damage to vehicles or persons using the Car Park is excluded.

### V. SAFETY

1. The maximum permitted vehicle speed in the Car Park area is **10 km/h**.
2. If the Car Park user leaves their vehicle in a parking spot, they must in particular:
  - shut down the vehicle's engine;
  - secure the vehicle from its use by third parties;
  - ensure the correct functioning of the alarm systems installed in the vehicle, so that the alarm signals are activated only when justified.
3. In the Car Park area, it is strictly not permitted:
  - to smoke or use open flames;
  - to store fuels, flammable substances, or empty fuel containers;
  - to refuel;
  - to leave the vehicle with the engine running;
  - to park vehicles with leaking fuel filler or having other leaks that may cause environmental pollution;
  - for unauthorised persons to remain in the Car Park area;
  - for any persons to remain in the Car Park for a period exceeding the time necessary to park the car or drive it out of the Car Park;
  - leave children or animals in a closed vehicle;
  - park vehicles exceeding 3.5 T without the Owner's consent.
4. In the case of emergency, call the emergency phone numbers: **Police 997; Ambulance 999; Municipal Police 986; Fire Brigade 998; General Emergency Number 112.**
5. It is not permitted to repair, wash or vacuum vehicles, refuel, change the coolant or engine oil in the parking spots within the Car Park area, on internal routes, and on entry and exit ramps, or to otherwise pollute the Car Park.
6. Vehicles transporting hazardous materials referred to in the Act of 28 October 2002 on Road Transport of Hazardous Goods (Dz. U. no. 199 item 1671 as amended) are not permitted to enter the Car Park area. If this provision is not complied with and it is necessary for authorised services to take actions, the costs thereof will be charged to the relevant vehicle user.

### VI. INFORMATION AND AMENDMENTS

1. The Rules and Regulations and the Price List are available at [www.gemhotel.pl](http://www.gemhotel.pl) and [www.inkubatoresportu.pl](http://www.inkubatoresportu.pl).
2. The prices shown in the Price List are *gross* prices.
3. The Owner reserves the right to amend the Rules and Regulations and the Price List at any time, by posting the amendment at [www.gemhotel.pl](http://www.gemhotel.pl) and [www.inkubatoresportu.pl](http://www.inkubatoresportu.pl).
4. These Rules and Regulations come into force as of 1 December 2021.

### VII. COMPLAINTS AND REQUESTS

1. Complaints and requests related to the use of the Car Park can be made in writing to: Klub Sportowy "AZS Wrocław" Akademickiego Związku Sportowego we Wrocław, 51-605 Wrocław, ul. Mianowskiego 2 B.



**PARKING**  
**PAID UNGUARDED**  
**PRICE LIST**

**EFFECTIVE FROM 01.03.2024**

<b>LENGTH OF STAY</b>	<b>PRICE</b>
<b>FIRST 30 MIN</b>	<b>FREE</b>
<b>FIRST HOUR</b>	<b>5 PLN</b>
<b>EACH ADDITIONAL HOUR</b>	<b>3 PLN</b>
<b>GUESTS – HOTEL DAY</b>	<b>35 PLN</b>
<b>MONTHLY SUBSCRIPTION*</b>	<b>150 PLN</b>

**CONCERNS TENANTS\***

**CHARGE FOR A LOST TICKET 35 PLN**

**CHARGE FOR LOSING A PARKING CARD 100 PLN**

**AFTER PAYMENT, THE CAR PARK MUST BE VACATED**  
**WITHIN 15 MINUTES**