

UNGUARDED PARKING REGULATIONS

§ 1. GENERAL RULES

1. These Regulations (hereinafter referred to as the Parking Regulations) define the terms and conditions of using parking spaces in the unguarded car park (hereinafter referred to as the Parking Lot) of Osada Śnieżka in Łomnica. The Parking Regulations constitute an integral part of the parking space lease agreement, which is concluded in the manner specified in the Parking Regulations.
2. Capitalized terms defined in the Śnieżka Settlement Regulations have the same meaning in these Parking Regulations.
3. The car park is managed by Osada Śnieżka Operator sp. z o.o. with its registered office in Warsaw at ul. Widok 8, 00-023 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw Warszawa in Warsaw, 12th Commercial Division of the National Court Register, under the number: 0000502497.
4. Before using the Car Park, each user of the Car Park declares in electronic form when booking a stay in Osada Śnieżka or by signing a residence card in Osada Śnieżka that he has read and accepts the provisions of the Parking Regulations.
5. The Car Park does not offer the storage of vehicles or items, although for security reasons the Car Park may be monitored. Osada Śnieżka does not keep records of entry and exit from the Car Park.
6. The car park is open 24 hours a day, 7 days a week.
7. The Car Park is a payable car park in accordance with the Car Park price list, constituting an Annex to the Car Park Regulations, available in particular on the website www.osada-sniezka.pl, at the reception desk of Osada Śnieżka, as well as in the Car Park.
8. The Car Park is intended for people using the services of Osada Śnieżka who, in accordance with the provisions of the Parking Regulations, want to use the additional service of renting a parking space in the Car Park while using the services of Osada Śnieżka.
9. The parties to the rental agreement for a parking space in the Car Park are the administrator of Osada Śnieżka and the owner or user of the vehicle who is a guest of Osada Śnieżka or uses the services of Osada Śnieżka (hereinafter referred to as: the Guest).

§ 2. RIGHTS AND OBLIGATIONS OF THE GUEST

1. The Guest has the right to use an additional, paid service of renting a parking space in the Parking Lot. The Guest pays for the Parking in accordance with the payment rules set out in the Regulations of the Śnieżka Settlement and in the Parking price list.
2. Before entering the Car Park with a vehicle and leaving it in a parking place of their choice, the Guest is obliged to conclude a parking space lease agreement with Osada Śnieżka and to read and accept the Parking Regulations.
3. The parking space lease agreement in the Car Park is concluded when the vehicle is brought to the Parking Lot to the selected parking space after the Guest registers his/her stay in Osada Śnieżka, confirms that the Guest has read and accepts the Parking Regulations and receives a parking ticket at the reception of Osada Śnieżka (hereinafter referred to as: the Ticket).
4. The ticket contains information about the registration number of the vehicle for which it was issued and the duration of the parking space rental agreement.
5. In the Car Park, the movement of vehicles takes place in accordance with the provisions of the Act of 20 June 1997 Road Traffic Law (i.e. Journal of Laws of 2018, item 1990, as amended), to the extent necessary to avoid threats to the safety of people and resulting from road signs and signals.
6. When leaving the vehicle in the Parking Lot, the Guest should turn off all external and internal lights, audiovisual system devices and other devices that are unnecessary during the parking, however, this obligation does not apply to the alarm system, which should remain active.
7. When leaving the vehicle in the Parking Lot, the Guest is obliged to secure the vehicle against spontaneous movement. It is also recommended to protect the vehicle against access to the vehicle by third parties and unauthorized persons, in particular by closing and blocking all windows, doors and other openable openings, e.g. a sunroof, with factory devices and the alarm system.
8. When leaving the vehicle in the Car Park, the Guest is obliged to secure all the sets of keys or other devices that enable access to the vehicle, as well as vehicle documents (registration document, vehicle card, vehicle insurance document).
9. For the purposes of maintaining the highest degree of security and order in the Car Park, it is forbidden to:
 - a) causing any events threatening the safety of life, health of people and property;
 - b) driving a vehicle under the influence of alcohol or other similarly acting intoxicant;
 - c) consume alcohol or other intoxicants;

- d) storing and leaving in the vehicle:
 - documents, money and other valuables,
 - live animals,
 - flammable, corrosive, explosive and other materials dangerous to life, human health and property;
 - e) littering the area of the Car Park;
 - f) smoking tobacco (including electronic cigarettes) and other intoxicants.
10. The Guest is obliged to immediately report to the Reception Desk of Śnieżka Settlement or the security service of Śnieżka Settlement about any damage caused by them in the Car Park.
11. If a Ticket is lost, the Guest is obliged to immediately report this fact to the Reception Desk of Osada Śnieżka in order to issue a duplicate Ticket.

§ 3. DUTIES AND RESPONSIBILITIES OF THE ŚNIEŻKA SETTLEMENT

1. Osada Śnieżka is obliged to issue the Guest with a Ticket confirming the conclusion of the parking space rental agreement, its duration and the registration number of the vehicle to which the parking space rental agreement applies.
2. Osada Śnieżka is obliged to provide the Guest with the Parking Regulations.
3. Osada Śnieżka is obliged to provide the Guest with a parking space for the duration of the parking space rental agreement.
4. If Osada Śnieżka becomes aware of a crime, misdemeanor or other event causing damage to the Guest or by the Guest, Osada Śnieżka shall immediately notify the Police.
5. Osada Śnieżka will inform the Guest about any irregularities and other fortuitous events related to the performance of the parking space rental agreement.
6. Osada Śnieżka shall be liable on the terms set out in the generally applicable law, unless the generally applicable law allows for the limitation or exclusion of liability, then the liability of Osada Śnieżka is limited or excluded to the extent permitted by the generally applicable law.

§ 4. PARKING IN PROHIBITED PLACES

1. It is not allowed to park a vehicle in the area of the Car Park:
 - a) on access roads and roads intended to be joined to traffic,
 - b) on other roads properly marked with a parking prohibition sign or horizontal signs,
 - c) in separated and marked places, with the exception of vehicles authorized to use such places,
 - d) in places where parking a car may cause a threat to the movement of vehicles, people or property.

§ 5. FINAL INFORMATION

1. It is forbidden to enter the Car Park with technically defective vehicles.
2. It is forbidden to enter the Car Park with vehicles with external or internal loads that pose a threat or hindrance to other users of the Car Park.
3. It is forbidden to enter the Parking lot for vehicles with trailers (except for motorcycles with trailers, the dimensions of which allow you to park a combination of vehicles in one parking space), as well as heavy goods vehicles with a maximum permissible weight of over 3.5 tons.
4. In the cases specified in points 1-4 above and other cases specified in the Parking Regulations, Osada Śnieżka may refuse to conclude a parking space lease agreement.
5. The parking space lease agreement is concluded for the duration of the Guest's stay in Osada Śnieżka, unless the Guest and Osada Śnieżka agreed on a different duration of the agreement.
6. If the Guest does not leave the parking space by 11.00 at the latest on the last day of the parking space rental agreement (i.e., as a rule - the last day of the Guest's stay in Osada Śnieżka), the parking space rental agreement is extended for an indefinite period against payment of the rent due Śnieżka settlement as the lessor in accordance with the price list.
7. For the use of the Car Park without concluding a parking space lease agreement with Osada Śnieżka, a fee is charged in accordance with the Car Park price list.
8. In matters not covered by the Parking Regulations, the provisions of generally applicable law shall apply, including in particular the provisions of the Civil Code.
9. In the event of disputes arising from the performance of the rental agreement, the competent court to settle the dispute is the court competent under general rules. Information on amicable (out-of-court) methods of examining complaints and pursuing claims and the rules of access to these proceedings are contained in the Regulations of the Śnieżka Settlement.
10. The rules for the processing of the Guest's personal data are set out in the Śnieżka Settlement Regulations.