

Terms of Use for Garages and Car Parks

TRANSLATION ONLY - THE GERMAN TEXT SHALL PREVAIL

Welcome to Innsbruck Airport. To make your stay as pleasant as possible, please review the most important regulations governing the use of garages and car parks owned by Tiroler Flughafenbetriebsges. m.b.H. (TFG for short) as provided below. These regulations are supplementary to the Facility Regulations. Print versions of the Terms of Use for Garages and Car Parks, the Terms of Use for Electric Vehicle Charging Points, the Facility Regulations and the Fire Safety Regulations are available on request from the passenger & service desk and can also be found on the TFG website.

General regulations

- Use of multi-storey and open-air car parks is permitted only upon acceptance of a usage contract with the TFG. By accepting a parking ticket (chip coin or prepaid ticket), a long-term parking ticket or a car rental agreement, or upon actual entry of a motor vehicle, the user accepts all of the Terms of Use and enters into a contractual agreement with the TFG. Upon completion of a car rental agreement or long-term parking contract, the Terms of Use constitute an integral component of the contract.
- The usage contract does not fall under the provisions of the Landlord and Tenant Act (Mietrechtsgesetz).
- In the case of transfer for use of parking spaces without payment, all regulations shall apply with the exception of conditions relating to charges and tariffs.
- In the case of any violation of the Terms of Use, the TFG reserves the right to seek injunctive relief against the user.
- If the Terms of Use are not accepted in full, it is possible to exit the facility free of charge provided that this takes place immediately after entry.
- Additional conditions apply for charging electric/hybrid vehicles at one of the 6 charging points on parking deck A. These conditions are displayed alongside the spaces.

Object of agreement

- Upon acceptance of the Terms of Use, the customer receives the right to park a maintained and roadworthy vehicle in a suitable, marked and unoccupied parking space.
- The vehicle is to be parked within one of the marked parking spaces in a manner that does not impede third parties. The vehicle must be carefully locked and secured with due diligence. The parking of vehicles with leaky fuel systems, or any other defects that may endanger the parking facilities, is prohibited. A vehicle without a legal registration plate may only be parked with prior written permission from the TFG.
- Existing limitations (e.g. reservations or restricted parking periods) must be strictly adhered to. Reserved and designated parking spaces may only be used by authorised persons and the entitlement to the respective reservation must be visible (e.g. parking card for people with disabilities).
- The right to park a vehicle in a designated parking space exists only upon written agreement from the TFG or indirectly in conjunction with a legally valid vehicle rental agreement.

- The surveillance and safekeeping of a parked vehicle, of any associated accessories and of any articles in or incorporated into the vehicle, as well as any other function that extends beyond the individual parking space, is not covered by the usage contract. The TFG assumes no duty of care.

Administrative regulations

- On entering and exiting the car park, the user must observe all applicable rules of the road. The user accepts personal responsibility for this, even if assisted with advice from TFG staff. StVO road traffic regulations apply to all traffic routes and traversable areas. The maximum permitted speed in both the multi-storey and open-air car parks is restricted to 10 km/h.
- Instructions provided by TFG staff and its agents are to be followed at all times when using the car parks. Automatic traffic management systems, traffic signs and specified guidelines must be observed.
- Smoking is strictly prohibited outside designated smoking areas.
- The TFG operates a (real-time) video surveillance system for the purpose of protecting the company facilities and to comply with its duty of care. This surveillance system is not for monitoring vehicles and does not give rise to any liability of the TFG.
- Companies that offer transport services in accordance with para 3 of the Occasional Transport Act of 1996 (Gelegenheitsverkehrs-Gesetz) are only permitted to use the parking facilities within the scope of their commercial activity if they have been issued authorisation available within the allocated quota and have also entered into an individual agreement with the TFG.
- Other regulations are set out in the Facility Regulations.

Charges, tariffs and opening times

Upon completion of a separate agreement (e.g. prepaid ticket, long-term parking contract or vehicle rental contract), specific contractual agreements replace or supplement the points listed below.

The following regulations apply for parking facility users:

- Applicable tariffs, other charges and opening hours are displayed by the entrance and at pay stations.
- Entering, exiting and using the parking facilities is only possible during the displayed opening times. Parking in the facilities is additionally regulated in the Facility Regulations.
- Exiting the car park is only permitted upon return of the parking ticket (chip coin) and upon payment of the rental fee; a certain amount of time (= exit tolerance) is provided for negotiating the exit. In the case of long-term parking and vehicle rental companies, exiting takes place by means of a specific authorisation (e.g. long-term parking ticket / chip coin).
- Exiting the car park immediately after entry is free of charge (= drive-through tolerance).

Loss or damage to entry/exit authorisation

- Care should be taken to keep the entry/exit authorisation safe. The customer is responsible for loss or damage and must inform the TFG of any loss or damage immediately. Replacement authorisation can only be issued during airport operating times (05:00-23:00).

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- In the event of damage, the TFG is entitled to charge any costs incurred, in addition to the outstanding parking charges.
- In the event of loss of a chip coin / prepaid ticket, fees and a replacement tariff will be charged unless proof of the actual parking duration can be provided.
- In the event of loss of a long-term parking ticket, the TFG is to be informed immediately. A fee will be charged to issue a replacement ticket.

Right of retention

For claims arising from the use of parking facilities, the TFG has a right of retention and a legal right of lien over the parked vehicle and any associated accessories, even if the vehicle belongs to a third party and not the customer. The exercising of the right of retention can be averted by the tendering of securities.

Period of validity / removal of vehicles

The TFG can have a vehicle removed at the cost and risk of the user and/or file an action of trespass or an injunction suit if:

- the maximum parking duration of 30 days is exceeded and no other specific agreement (e.g. long-term parking contract) exists
- the parked vehicle is endangering the parking facilities due to fuel leakage or any other defect
- the vehicle is not road legal or has had its road legal status withdrawn by the police during the parking period
- the vehicle is parked contrary to road traffic regulations, is causing an obstruction or is occupying a reserved space without authorisation
- the vehicle has been parked outside designated parking areas (e.g. in traffic lanes, on pedestrian walkways, blocking entrances or exits or obstructing emergency exits).

The TFG is entitled to reimbursement of expenses in addition to all parking charges accrued up until the time of vehicle removal in accordance with the effective tariff. The TFG also reserves the right to further claims, e.g. entitlement to damages.

Limitation of liability

The use of the parking facilities is at the car park user's own risk.

- The TFG is only liable within the scope of contractually accepted obligations for damages that occur as a result of substantiated gross negligence or wilful misconduct on the part of the TFG, its staff or its agents and only if the claim is made before leaving the parking facility by producing a parking ticket, a long-term parking ticket or the parking rental agreement.
- The TFG is not liable for damages caused by other parking facility users or third parties.

- The TFG is not liable for any claims for damages brought against the user in conjunction with services rendered or to be rendered by the TFG.
- The TFG is not liable for theft and/or damage to the vehicle or its contents arising as a result of an unlawful act by other users or third parties.
- The user is liable for all damages incurred by the TFG, TFG staff or other parking space users when the damages are caused by himself, his agents or any accompanying persons. The user is obligated to immediately notify the TFG of any damages. The user indemnifies the TFG against all claims by third parties, including costs arising in conjunction with services rendered or to be rendered by the TFG, unless such claims are due to gross negligence or wilful misconduct on the part of the TFG, its staff or its agents.

Contracting parties are released from their obligations if either party is unable to fulfil their obligations due to force majeure or any other reason outside their control.

Conduct in the event of fire

In the event of a fire or burning smell, the fire alarm should be activated (push-button alarm) or the fire service (122) contacted with the following information: the location and cause of the fire (car, building), the number of people injured and the caller's name.

If necessary and possible, anyone at risk should be warned and vulnerable or injured people should be evacuated.

While taking personal safety into account (beware of electric shocks), an attempt should be made to extinguish the fire using a suitable fire extinguisher. Otherwise, the site should be evacuated as quickly as possible on foot.

Lifts must not be used in the event of fire. Further information can be found in the TFG fire safety regulations (see page 3).

Jurisdiction clause

All disputes arising directly or indirectly out of this contract shall be subject to the exclusive jurisdiction of the Innsbruck District Court.

Valid from 3rd December 2015

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Conduct in the event of fire

Keep calm

1. Raise the alarm



Press the alarm button

or



phone

+43 512 225 25

ext 300
or: 122

Operations/airport management
Emergency number for the fire service

WHO is calling
WHAT is on fire
WHERE is the fire
ARE people in danger (injured)

2. Get to safety

Also in case of the evacuation alarm
an announcement
or the fire alarm



Escape route

- Take anyone in danger with you
- Close doors
- Follow signposted escape routes
- Do not use lifts
- Find an assembly point

3. Attempt to extinguish fire



Use available fire extinguishers