

AUSTRIA CENTER VIENNA CAR PARK REGULATIONS (applicable from March 2019)

1. Use of the car park is only permitted following conclusion of a usage agreement. In the case of short-stay parking customers, a short-term agreement is concluded by validating an entry permit for a limited parking period as specified in the displayed notice. Agreements with long-stay parking customers (using a transponder card or paper permit) are concluded for a specific term upon payment of the corresponding fee (see terms and conditions of use for long-stay parking customers). Long-stay parking customers are required to pay the parking fee in advance or immediately after entering the car park at the cash desk. Concluding the usage agreement or paying the fee does not entitle the customer to a fixed or defined parking space. In principle IAKW-AG has a duty to provide a parking space that is in a usable condition. However, it is possible, especially at times when events are being staged at the Austria Center Vienna, that no parking spaces are available. Therefore, despite having concluded an agreement, IAKW-AG cannot guarantee that a parking space will always be available. This potential limitation is reflected in the low cost of parking, meaning that it does not give rise to any claims whatsoever (e.g. claims to a reduction in the rental fee).
2. On concluding the usage agreement, the customer agrees to be bound by these Car Park Regulations. If they reject the Car Park Regulations, the customer is permitted to exit the car park without hindrance, provided they do so immediately after entering.
3. The current Strassenverkehrsordnung (Road Traffic Code) applies to traffic inside the car park and throughout the grounds of the Austria Center Vienna. All traffic and warning signs, notices and road markings must be observed.
4. Vehicle speed is limited to walking pace in the car park. Running a vehicle's engine unnecessarily and other odour or noise nuisance, e.g. use of the horn, is not permitted.
5. Instructions from car park staff and operational staff must be followed under all circumstances.
6. Walkways and footpaths, lane markings, exits and escape routes must not be obstructed by vehicles or in any other way. It is prohibited to park cars or motorcycles or to leave bicycles, spare parts, tyres, etc. or store objects of any kind in common areas.
7. If a vehicle is parked for an uninterrupted period exceeding 31 days, the customer must notify IAKW-AG of their contact details. Otherwise, IAKW-AG is entitled to invoice the customer for the costs associated with obtaining contact details. In case a vehicle is parked for an extended period, IAKW-AG is entitled to demand accumulated charges after the vehicle has been parked for 31 days.
8. The maximum permitted parking period is 31 days, except by special agreement (e.g. a long-term parking agreement). After 31 days, vehicles are deemed to be parked illegally and the resulting costs must be paid, or action to recover the costs will be taken in the form of a suit for interference with use or an injunction suit.
9. The following are also prohibited in the car park:
 - a) naked flames, smoking and other fire hazards, such as using or storing flammable or explosive materials, e.g. fuel;
 - b) leaving a vehicle's motor running while stationary;
 - c) parking a vehicle with a leaking fuel tank or carburettor, or leaving stains or marks anywhere in the car park;
 - d) parking a vehicle that is fuelled by natural gas;
 - e) storing or leaving inflammable items of any kind, including inside the vehicle;
 - f) distributing promotional materials without written permission from IAKW-AG, and
 - g) using skateboards, scooters or rollerblades in the car park.
10. It is also prohibited to:
 - a) carry out service, care, maintenance or repair works of any kind on parked vehicles, or
 - b) park vehicles without a registration plate.
11. Parking a vehicle that does not have a registration plate is only permitted by prior agreement with the Austria Center Vienna car park administration. A usage fee must be paid for unauthorised parking of a vehicle without a registration plate. If the person who parked the vehicle does not comply with their obligation to remove the vehicle or pay the usage fee, IAKW-AG is entitled to remove the vehicle and its contents from the car park at the driver's cost and risk. IAKW-AG is also entitled to dispose of such vehicles and to use the proceeds

therefrom to satisfy its claims of any kind.

12. In case of technical problems with ticket machines or barriers, or in case of emergency (e.g. fire), the central control room should be contacted (tel. +43 (0)676 319 9228, or use the red information button, marked "i", on the intercom at the entrance and exit barriers).
13. Without exception, disabled parking spaces may only be used by vehicles with a disability notice pursuant to section 29(b) Road Traffic Code. IAKW-AG reserves the right to remove falsely parked vehicles at the cost and risk of the driver.
14. The driver must ensure that a parked vehicle is secured against rolling away, and is liable for damage to other vehicles and to car park installations. The ACV must be notified immediately of any such incidents.
15. IAKW-AG's liability is limited to the wilful intent or gross negligence of its employees and agents. IAKW-AG is not liable for damage caused by third parties, or for damage caused directly or indirectly by force majeure, armed conflict, fire, explosion, failure of technical installations, strike, official orders, etc. Complaints, compensation claims and damage must be reported to the central control room immediately, and in any case before leaving the parking space.
16. The driver acknowledges that IAKW-AG does not provide monitoring or safekeeping of the vehicle, the driver's possessions or any items stored in the vehicle or brought into the car park with the vehicle. Storage of items that are not normally stored in vehicles, such as documents, security papers, cash or jewellery is therefore at the driver's own risk. IAKW-AG is in particular not liable for theft, burglary or damage by third parties, regardless of whether such parties are authorised to enter the car park.
17. If the driver becomes aware of damage and intends to assert possible claims for compensation against IAKW-AG, they must notify IAKW-AG without delay, if possible before leaving the car park.
18. IAKW-AG is also entitled to remove the parked vehicle at the cost and risk of the driver if:
 - a) the vehicle endangers or prevents operation of the car park by leaking fuel, other fluids or vapours, or due to other defects;
 - b) the vehicle's registration is withdrawn while it is parked, there is no inspection badge displayed, or the badge has expired;
 - c) the vehicle is parked incorrectly, is causing an obstruction or is parked in a reserved space;
 - d) the maximum parking period has expired and a written notification to the customer or the registered owner of the vehicle has been issued, has been issued without response, or was not deliverable, or
 - e) the vehicle was parked incorrectly and in contravention of the usage agreement, or if towing would be justified in accordance with the Road Traffic Code.In such cases, IAKW-AG is also entitled to move and/or secure the vehicle within the car park in such a way that the customer cannot remove it without action on the part of IAKW-AG.
19. In case of breach of the car park terms and conditions of use, in particular exceeding the maximum permitted parking duration, lack of a permit, or otherwise parking unlawfully, a penalty will be collected by means of a bill, and the resulting costs must be paid, otherwise action will be taken in the form of a suit for interference with use or an injunction suit. The right to claims over and above the penalty is expressly reserved.
20. Political events with special security requirements may sometimes take place at the Austria Center Vienna. In this case, before the event IAKW-AG may define periods of time during which the car park will be closed for security reasons. During the specified periods, it is not permitted for the customer to park their vehicle in the car park.
21. The court with subject matter jurisdiction in Vienna will have exclusive jurisdiction in any disputes arising in connection with parking a vehicle in the car park. The relevant provisions of the Konsumentenschutzgesetz (Consumer Protection Act) apply in respect of consumers in the meaning of the Act.