

## **TERMS AND CONDITIONS**

### **Copernicus Science Centre unattended Car Park**

#### **§ 1**

1. The following terms and conditions regard detailed conditions of use for the parking spaces on the Car Park that is located on the Copernicus Science Centre premises.
2. The fees for using the Car Park located on the Copernicus Science Centre premises are declared as follows:
  - the first and every commenced hour – PLN 5.00;
  - fee for losing the parking ticket – PLN 100.00.
3. Any person using the Car Park (in this document referred to as „Visitor”) is obligated to read and obey the terms and conditions.

#### **§ 2**

1. The Car Park is unattended, paid, open Monday-Thursday between 7AM and 9PM, and Friday-Sunday between 7AM and 10PM.
2. The Car Park consists of two areas: underground and overground.
3. The Car Park is meant for passenger cars with a disclaimer that the underground area is available only for vehicles which are not taller than 190 cm.
4. The Operator is not liable for any damage, loss, or devastation of a vehicle that was left on the Car Park, as well as for any damage, loss, or devastation of personal belongings left in the vehicle by a Visitor.
5. The Operator is not liable for any damage caused by force majeure.
6. The Operator has the right to close and open the Car Park at different hours, as well as to temporarily deem the Car Park out of service or change the opening schedule.

#### **§ 3**

While in the Car Park area, the Visitor is obligated to:

1. obey the regulations included in this document, as well as the Bill from 20<sup>th</sup> June 1997, Traffic Law Act (Journal of Laws from 2012, item 1137),
2. drive under the speed limit of 10 km/h,
3. remain cautious, especially while parking and manoeuvring the vehicle,
4. leave the vehicle within a marked bay,
5. obey instructions from the Operator.

#### **§ 4**

1. In the moment of collecting the parking ticket or using a magnetic card and entering the Car Park area, the Visitor and the Operator are entering a contract for using a parking space. Entering the Car Park is simultaneously a confirmation of accepting the contract and an obligation to comply with the terms and conditions.

2. When entering the Car Park area, the Visitor must:
  1. stop before the barrier next to the ticket distributor,
  2. take a parking ticket by pressing a button or use a magnetic card; the ticket must under no exception be kept until leaving the Car Park,
  3. wait for the barrier to raise; the barrier closes immediately after each vehicle crossing. The availability of parking spaces is displayed on a board before the entrance barrier.
3. Before leaving the Car Park, the Visitors must:
  1. pay the parking fee in automatic cash registers located in the Car Park area,
  2. stop before the barrier next to the exit distributor,
  3. put the paid ticket in the reader, or use a magnetic card,
  4. wait for the barrier to raise and remember that it closes immediately after each vehicle crossing.
4. A simultaneous crossing of two vehicles is strictly prohibited and can cause damage of vehicles as well as the elements of the automatic car park support.

## **§ 5**

The Visitor who leaves a vehicle on a parking space is obligated to:

1. leave the vehicle within a marked bay in a way that will not prevent other Visitors from using the Car Park,
2. turn off the engine of the vehicle, turn off the electricity sources, ensure that all the possible fires are extinguished,
3. secure the vehicle from moving,
4. secure the vehicle from being used by a third party.

## **§ 6**

1. The parking fee is determined by the tariff that is to be found next to the entrance of the Car Park and on the Operator's website.
2. The basis of charging a parking fee is the parking ticket taken from the ticket distributor near the entrance.
3. A loss or damage of the parking ticket makes the Visitor liable to pay a flat-rate of the parking fee according to the tariff.
4. In a case of a vehicle being left within the Car Park area for more than 30 days, the Operator will be authorised to call the police.

## **§ 7**

1. The parking fee is to be paid in the automatic cash registers located within the Car Park area.

2. The parking fee is to be paid before starting the vehicle and leaving the Car Park.
3. After issuing a payment, the Visitor is obligated to take the payment confirmation and the parking ticket that allows to exit the Car Park.
4. The Visitor is obligated to leave the Car Park area within 15 minutes of issuing a payment. After this time, an additional fee will be charged, according to the tariff.
5. Any tailbacks on the exit lanes, especially before the barriers, that occur with no fault from the Operator, i.e. Visitors approaching the barrier without a paid parking ticket and blocking the exit lane for other Visitors, inability to use the automatic system by other Visitors, vehicles stopping on the exit lane, tailbacks occurring as a result of big traffic, etc., and result in exceeding of the 15 minute exit time limit, are not bases for any exemption or reduction of the parking fee.
6. In the case of a Visitor's inability to exit within the 15 minutes time limit occurring at the fault of the Operator, the Visitor will be exempted from the fee mentioned in item 3.

## **§ 8**

In the Car Park area, as well as on the access and internal roads, it is strictly prohibited to:

1. litter or pollute the area,
2. leave a vehicle with its engine working,
3. leave children or animals in a vehicle with no supervision,
4. leave a vehicle within the marked bays designated for the disabled,
5. consume alcohol, smoke cigarettes, use open fire,
6. conduct economic activity, with the exception of situations when the activity is conducted with the permission of the Operator,
7. enter in a vehicle with a trailer.

## **§ 9**

1. In case of collisions and accidents occurring within the Car Park area, as well as the access and internal roads, the Bill from 20<sup>th</sup> June 1997, Traffic Law Act (Journal of Laws from 2012, item 1137) applies.
2. In case of a vehicle malfunction, which could have a negative effect of the environment, taking place within the Car Park area, the driver covers any costs of intervention from a Fire and Rescue Service or any other services necessary to get rid of the threat.
3. The Operator is not liable for any harm both on a person or on personal belongings of the Visitor using the Car Park, as well as the access and internal roads, caused by other Visitors or a force majeure (i.e. an event that could not be foreseen at the moment of entering the Car Park.)

## **§ 10**

1. In case of a vehicle being left in a spot where parking is prohibited and obstructing traffic or in any other way endangering the safety of traffic within the Car Park area, the Visitor consents to their vehicle being towed to an attended car park and to covering the costs of the operation.
2. In the case aforementioned in item 1, the Operator is authorised to call the police or the city guards in order for the vehicle to be towed to an attended car park. The towed vehicle can be released after the owner, or the person using the vehicle, pay a towing fee for an invoice issued by the towing company and a parking fee for the vehicle being kept at an attended car park.
3. The Operator is authorised to seize the vehicle as collateral in order to secure his contractual claims derived from a rental agreement.

## **§ 11**

1. The terms and conditions and the current tariff are available in a visible place in the Car Park area, as well as on the [www.kopernik.org.pl](http://www.kopernik.org.pl) website.
2. All remarks, complaints and requests can be issued by the Visitors via [info@kopernik.org.pl](mailto:info@kopernik.org.pl).

## **§ 12**

1. The Operator reserves the right to modify the terms and conditions at any given time.
2. The terms and conditions become applicable on the 22<sup>nd</sup> October 2014.