

Terms & Conditions for Online Parking Space Reservations at Hamburg Airport

Applicable Area

1. Usage of the Online Parking Space Reservation System in the internet at <https://parking.hamburg-airport.de> and the services provided by FHK Flughafen Hamburg Konsortial- und Service GmbH & Co. oHG (hereinafter FHK) are subject to the following terms and conditions.
2. The terms and conditions as valid at the time of agreeing a contract shall apply.

Contractual agreement

1. The provision of the Online Parking Space Reservation System does not constitute a binding offer on the part of FHK; rather, it is a non-binding invitation to the customer (Tenant) to make an offer to conclude a parking space rental contract in accordance with the following terms and conditions (Rental Contract).
2. By clicking the button "confirm payable booking", the Tenant makes a binding and irrevocable offer to conclude a parking space rental contract.
3. FHK produces a booking confirmation with the relevant information: customer name, booking number, selected parking facility, parking duration, selected entry authorisation (EC/credit card, QR code, Booking Confirmation or license plate). The confirmation issued by FHK constitutes acceptance of the offer. The customer is responsible to view and print this confirmation of reservation either during or after the reservation process. FHK will also send the booking confirmation by email. FHK cannot, however, guarantee that this email will be received by the customer. The customer is therefore responsible to obtain the booking confirmation as described above. The contract is agreed when the booking confirmation is made available in the booking overview.
4. A retrospective change of the billing address is not possible.
5. Upon conclusion of a contract, the customer obtains the right to park his/her vehicle on a single occasion in the selected FHK parking facility at Hamburg Airport during the time specified in the reservation.
6. FHK is obliged to make a parking space available to the customer in accordance with the conditions agreed. The Reservation System provides information as to which car parks have capacity available for the specified period, enabling the customer to select a car park based on this information. The customer does not have the right to nominate a specific parking space within the selected car park.
7. Should special circumstances preclude the provision of the reserved parking product, FHK is obliged to offer the customer an alternative parking space subject to the same conditions or to cancel the booking without charge.
8. FHK accepts no liability for cases of force majeure and other situations beyond its control, e.g. car park barriers being blocked by other users. In such cases, FHK is not obliged to provide the customer with an alternative parking space subject to the same conditions or to undertake a cancellation without charge.
9. A parking space reservations is non-transferrable and may not be sold. It is exclusively for the use of the person making the reservation.
10. The indicated Conditions of Usage of the parking facilities form part of the contract.

11. The customer may also view the Terms & Conditions for Online Parking Space Reservations at Hamburg Airport after concluding a contract from within the Bookings Overview in the Online Parking Space Reservation System.
12. The Online Parking Space Reservation System is made available in the German and English languages.

Payments

1. The parking fee for the booked period and the booking fee are to be paid immediately for reservations made with EC or credit card. The charge shall be automatically applied to the EC or credit card. A minimum advance booking period of 24 hours shall apply to EC and credit card bookings.
2. Payment with EC card takes place within the framework of a SEPA direct debit authorisation, making use of the IBAN (International Bank Account Number). The authorisation is identified with an Authorisation Reference, which is the Reservation Number and the Debitor ID Number DE29ZZZ00000536924. These numbers are included with all debits. The customer receives prenotification of the debit as part of the Booking Confirmation. The debit takes place on the next bank work day at the earliest.
3. The customer shall receive a confirmation of booking as described under Paragraph 3 of Contractual Agreement; the parking fee for the period of booking and the booking fee shall be clearly shown in receipt.
4. The standard parking rate for the relevant parking product must be paid for parking beyond the booked period at payment machine according to the parking tariff applicable to the car park
5. In the event that the booked parking period is not fully used, there shall be no crediting or reimbursement of parking fees already paid.
6. For cancellations the fees specified for the relevant product shall be levied. The customer shall be issued with a receipt for the appropriate fee and the refund on credit card will be made automatically; the refund on EC card is made within a period of approx. 14 days. The customer receives a prenotification of the refund with the receipt. It is the customer's responsibility to retrieve and print the receipt via the Overview of Bookings. FHK will also send the receipt by email. FHK cannot, however, guarantee that this email will be received by the customer.

Cancellations

1. Cancellations can only be made online using the Online Parking Space Reservation System based on the relevant booking number.
2. A cancellation shall be considered to have taken place at the time it is received by FHK. Late cancellations cannot be taken into consideration.
3. The following time limits and fees shall apply to cancellations and unused services.
 - 3.1 Cancellations
 - 3.1.1 Cancellations of booked services are possible up to 12 hours before the booked time of commencement of parking.
 - 3.1.2 The following cancellation fees shall apply:
 - 3.1.2.1 Cancellations are free of charge.
 - 3.1.2.2 The booking fee already levied shall not be refunded.
 - 3.1.2.3 Parking fees already paid shall be refunded in full.
 - 3.2 Unused reservations (no-shows)
 - 3.2.1 For unused reservation without a timely cancellation, the customer is not entitled to a refund of the paid parking- and booking fees.
4. In the case of cancellation, the customer shall be issued with a receipt for the booking and parking fees charged. It is up to the customer to retrieve and print the receipt via the booking overview. FHK will also send the receipt by email. FHK cannot, however, guarantee that this email will be received by the customer.

Entering and Exiting the Booked Car Park

1. Entry to and exit from the reserved car park requires the selected entry authorisation method (EC/credit card, QR code, Booking Confirmation or license plate).

2. Should the selected entry authorisation method not be available when entering the car park, the Parking Service Center staff can manually open the barrier when provided with the booking number. The control centre may be reached by the service intercom at the entry to the car park or by telephoning +49-40-5075 3303. Payment proceeds as specified in the conditions listed above.
3. If a customer parks without using the selected entry authorisation method, for example if the EC/credit card or QR code has been forgotten or the license plate changed and the customer takes a ticket from the machine at the entry to the car park, the parking must be paid directly at a payment machine according to the parking tariff applicable to the car park. The booking and parking fees paid in advance cannot be counted against the charge for parking. The different parking fees according to the online parking reservation system do not apply in such cases.

Data protection

1. FHK gathers, processes and uses personal data as part of the process of Online Parking Space Reservations.
2. FHK shall ensure that the customer's personal data is only gathered, saved and processed to the extent necessary to fulfil contractual obligations and to the extent permitted or required by legal regulations and/or customer consent.
3. Should consent relating to data protection regulations be obtained from the customer as part of the usage of the service provided, the customer shall be notified that this consent may be revoked at any time by the customer with effect going forward.
4. Further notifications relating to data protection and to the purpose, nature and scope of the collection, processing and usage of personal data may be found in the Data Protection Statement.

Liability

1. FHK is liable without restriction for all damages caused by deliberate action or gross negligence on the part of FHK.
2. In the case of slight negligence, FHK is liable without restriction for death, bodily injury and damages to health.
3. Furthermore, FHK shall only be liable where FHK has violated an essential contractual obligation. For the purposes of this clause, essential contractual obligations are those obligations, the fulfilment of which is essential to the orderly satisfaction of the terms of the contract and on the fulfilment of which the customer can under normal circumstances depend. In such cases, liability is restricted to compensation for foreseeable, typically occurring damages.
4. To the extent that the liability of FHK is excluded or restricted by the conditions listed above, this shall also apply to FHK's assistants. FHK shall not be liable for the actions of third parties.
5. The customer is obliged to inspect his/her vehicle for damage before leaving the parking space. Damages must be notified to FHK without delay before leaving the parking space.
6. The right of utilisation of the parking space is restricted to the parking of automobiles. Neither surveillance nor custodianship is included within the scope of this contract. Accordingly, FHK accepts no custodial obligation for parked vehicles.

Miscellaneous provisions

1. The place of fulfilment and competent jurisdiction is Hamburg.
2. The Airport Usage Regulations may be viewed online at www.hamburg-airport.de. The General Parking Conditions/Car Park Conditions of Use supplement these Terms & Conditions and may be viewed online at <https://parking.hamburg-airport.de>.