

TERMS AND CONDITIONS OF UNGUARDED PAID PARKING FOR CARS LOCATED NEAR THE ZAKOPANE AQUA PARK

§ 1

The car park area is an integral part of the "Aqua Park Zakopane" Sports and Recreation Complex (hereinafter also referred to as the Complex), owned by the POLSKIE TATRY S.A. based at 7c Droga do Białego Street in Zakopane.

§ 2

By entering the unguarded paid car park, each user of a vehicle accepts the provisions of these Terms and Conditions (hereinafter also referred to as: Terms and Conditions) and undertakes to strictly observe them.

§ 3

1. Parking is intended for customers of Aqua Park Zakopane complex.
2. Parking is unguarded and paid.
3. The fee for the use of the car park for the customers of the complex for the duration of its services is PLN 1 (one zloty) per each commenced hour of parking and is collected at the ticket offices and reception desk of the Aqua Park Zakopane complex.
4. The fee for the use of the car park for users of passenger vehicles for each commenced 24-hour stop is PLN 100 (in words: one hundred zloty) and is collected at the ticket offices and reception desk of the Aqua Park Zakopane complex. The fee for using the car park for bus users for each commenced 24-hour stop is PLN 150 (in words: one hundred and fifty zloty) and is collected at the ticket offices and reception desk of the Aqua Park Zakopane complex. The parking day lasts from 9 a.m. to 9 a.m. of the following day.
5. The fee for using the car park for users of passenger vehicles not currently customers of the complex is PLN 10 (ten zloty) for each commenced hour of car park and is collected at the cash desks and at the Aqua Park Zakopane Customer Service Office. The fee for using the car park for bus users who are not currently customers of the complex is PLN 30 (in words: thirty zlotys) per each commenced hour of car park and is collected at the cash desks and at the Aqua Park Zakopane Customer Service Office.
6. The customer of the complex should be understood as any person using the services of Aqua Park Zakopane, excluding the use of the car park.
7. The first 15 minutes, counted from the entrance to the car park, is free of charge in case the driver cannot find a free space in the car park during this time and therefore has to leave it. In case the time of staying in the car park is less than 15 minutes, the trip takes place without the need to settle the ticket.
8. If a parking ticket is lost, a PLN 100 penalty fee will be charged to the owner of the passenger vehicle. If a parking ticket is lost, the bus owner will be charged a penalty of PLN 150.
9. Car park is open from 9 a.m. to 10:15 p.m. on all weekdays.

10. In a visible place, at the entrance to the car park area, there is an information board specifying the conditions of use of the car park and the current rate of charge for use of the car park.

11. Leaving the vehicle on the parking lot does not have the signs of concluding a contract of storage, in the meaning of its granting by Article 835 et seq. Civil Code. The owner of the vehicle, leaving it in the car park lot, leases only the car park space of his choice. Elements of the car park fence, in particular barriers and barriers, are only intended to prevent the use of the car park without paying the appropriate fee.

12. Aqua Park Zakopane shall not be liable for the loss of or damage to a vehicle located on the car park premises, nor shall Aqua Park Zakopane be liable for items left on the car park premises, either inside or outside these vehicles.

13. The fee for occupying a car park space in the car park is calculated automatically, based on registering the vehicle's entry into the car park area and collecting a ticket from the car park machine. The fee for occupying a car park space is collected before the vehicle leaves the car park, by paying it at the cash desk or the reception of the complex.

§ 4

1. There is an absolute ban on the entry of vehicles transporting dangerous materials, in particular: flammable, corrosive, explosive and similar materials if these materials have not been protected in accordance with the applicable regulations. Regardless of the protection applied, each owner of a vehicle, including a vehicle transporting hazardous materials, shall be liable for any damage to persons and property resulting in any entity due to the entry of that vehicle into the car park.

2. The maximum speed of vehicles in the car park is 5 km/h.

3. The person using the car park is obliged to obey the vertical and horizontal road signs and to comply with the orders of the operator and security of the complex.

4. The car park is monitored on a continuous basis in order to verify compliance with the provisions of the Terms and Conditions by the users of the car park, in particular for the purpose of verifying the manner of using the car park and paying for the occupation of the car park space.

§ 5

1. When parking, the driver is obliged to pay special attention to adjacent vehicles and place the vehicle in designated bays without obstructing the lines marking out the parking spaces.

2. It shall be prohibited to enter the parking area of vehicles the size of which makes it impossible to comply with the rules set out in paragraph 1.

§ 6

1. In the parking, internal and entrance roads to the parking and exit from the parking it is forbidden to:

a. Repair, wash, vacuum the car, as well as replace or replenish operating fluids, in particular coolants, fuels or oils.



- b. Park on an access road or in a way that makes it difficult for other users to use the parking .
- c. Move the vehicle on the parking premises for purposes other than access to or departure from the parking.
- d. Conduct trade and other services or commercial activities without the Company's consent.

2. Parking users are obliged to:

- a. keep the parking clean.
- b. comply with fire and sanitary regulations.
- c. comply with the instructions of the Company's employees, the staff or the security of the complex, responsible for safety and order.

§ 7

1. In the case of gross violation of the parking regulations, the vehicle user agrees to tow the vehicle away to a place selected by the management of Aqua Park Zakopane. The vehicle will be towed away at the cost and risk of the parking user.

2. Gross violation of the Terms and Conditions shall be understood as:

- a. using the parking in a way that threatens the safety of others,
- b. leaving the vehicle in a way that hinders traffic on the parking area,
- c. blocking other users from leaving,
- d. leaving the vehicle in places other than those designated for this purpose.

3. Leaving the vehicle in a way that covers the lines marking out the parking spaces, i.e. in a way that causes one vehicle to occupy two parking spaces, will result in a double parking fee.

§ 8

If the vehicle is left in the parking outside its opening hours, a penalty fee of PLN 100 will be charged due to non-compliance with Terms and Conditions.

§ 9

The vehicle user is responsible for any damage caused to the Company or third parties in or around the car park on the general principles of the Civil Code.

§ 10

All comments and objections concerning the functioning of the car park should be reported in writing to the Aqua Park Zakopane Directorate.

§ 11

These Terms and Conditions are an integral part of the General Terms and Conditions of the complex.