

Messezentrum Salzburg GmbH

Car Park

Terms and Conditions for Business and Use

Status: 2024

1. Contract for use of the car park

- 1.1 This document constitutes a temporary parking space usage contract for business interactions and property use – concluded on the basis of the conditions in these terms and conditions – between Messezentrum Salzburg GmbH, as the operator of the car park or multi-storey car park (hereinafter referred to as 'MZS'), and the customer as the user of a parking space in the area of the car park or multi-storey car park (hereinafter referred to as the 'user'). The provisions of these Terms and Conditions for Business and Use apply to car park usage contracts for short-term and long-term parkers, unless deviating contractual provisions for long-term car park usage have been expressly stipulated in these Terms and Conditions for Business and Use.
- 1.2 A temporary contract for parking space usage is concluded when entry authorisation has been purchased, such as by receipt of a parking ticket or transmission of booking confirmation for online bookings. Parking permission applies for a limited or maximum parking period from entry to exit, stated on signage at the car park entrance, or in the information in the web shop for online bookings. In addition to the Terms and Conditions for Business and Use, the General Terms and Conditions for Online Bookings also apply. A parking space usage contract is considered to have been concluded if the user enters the car park without having obtained entry authorisation (as in the case of a technical defect).
- 1.3 These terms and conditions and the general terms and conditions for online bookings are clearly displayed at the car park entrances, and can also be viewed online at <https://www.mzs.at/en/conditions>.
- 1.4 Parking space utilisation contracts are concluded exclusively on the basis of these Terms and Conditions for Business and Use, and the General Terms and Conditions for Business in the case of online bookings. On conclusion of a car park usage contract, the Terms and Conditions for Business and Use and, in the case of an online booking, the General Terms and Conditions for Business shall apply to the car park contract. On a case to case basis, the General Terms and Conditions may also apply to the use of MZS grounds and/or buildings – such as for event organisers (etc.).
- 1.5 MRG (Tenancy Act) provisions are not applicable to these car park usage agreements.
- 1.6 Unless these terms and conditions for use are accepted, the user will not be permitted to enter the car park and must vacate the entry area immediately. MZS wishes to emphasise that the respective tariff becomes payable from the time of entry. In general, free exit is not authorised (no drive-through or exit tolerance) and will only be granted with the consent of MZS as a gesture of goodwill if exit takes place within a few minutes of arrival. The user is not entitled to free exit. In general, drive-throughs are not permitted and entitle MZS to a claim for payment expressed in the tariff conditions for short-term parkers, and never amounting to less than the tariff for a parking period of one hour.

The terms and conditions for use shall be deemed to have been accepted and agreed on entry. In such cases, the parking ticket is validated directly at the exit barrier.

- 1.7 Generally, entry, exit and pedestrian access are only permitted and possible during operating hours, unless a long-term parking contract has been concluded.
- 1.8 The purchase of a parking authorisation product does not constitute a commitment by MZS to guarantee parking space availability on the planned day of use. Entry or exit may be refused for good cause, and/or on the orders of the authorities. In such cases, users shall not be entitled to submit compensation claims to MZS.

2. Subject of the contract

- 2.1 Conclusion of a parking space usage contract authorises the user to park a vehicle on a marked, suitable and unoccupied parking space. The said vehicle must be roadworthy, safe to operate and comply with statutory insurance coverage provisions.
- 2.2 All restrictions, such as space reservations or parking duration limits, must be strictly adhered to. Designated disabled parking spaces may only be used by disabled persons bearing valid, clearly visible disabled passes compliant with §29b of the 'Austrian Road Traffic Regulations' (hereinafter StVO). Marked e-parking spaces may only be used by electric/hybrid vehicles for the duration of the recharging procedure.
- 2.3 Single-track vehicles may only be parked in especially designated parking spaces.
- 2.4 There is no right to park a vehicle in a specific parking space without the prior express written permission of MZS.
- 2.5 In the car park area and on the premises of the MZS, all provisions of the StVO apply *mutatis mutandis* in the currently valid version, unless specifically excluded by corresponding signage. Compliance with all traffic signs, light signals, information boards and ground markings (etc.), and with all existing official regulations and prescribed speed limits is obligatory. Parking vehicles without an official licence plate is only permissible subject to a prior written agreement with the MZS. The user undertakes to secure and lock the parked vehicle properly, and to leave the car park area immediately thereafter.
- 2.6 The guarding and safekeeping of the vehicle, its accessories and any items in the vehicle or items brought into the garage with the vehicle, are not subjects of the contract. MZS does not assume any safekeeping duties and is excluded from custodian liability (§§ 970 ff ABGB) obligations.
- 2.7 If charging infrastructure is provided for electric vehicles, as in electric vehicle car parks, the terms of use and charging conditions displayed at the charging stations shall apply.
- 2.8 The user must assure MSZ he/she is the owner of the vehicle brought onto MZS property, and/or that he/she is bringing the vehicle into the car park with the owner's consent. The user shall indemnify MZS for any third-party claims, and cover any valid claims for compensation.

3. Liability

- 3.1 MZS cannot be held liable for any negligent third-party behaviour and MZS expressly refuses to entertain any such claims. This exclusion of liability also applies in particular to theft, burglary and damage to vehicles, irrespective of whether or not such third parties are authorised to be on MZS premises. MZS shall not accept liability for damages, whether caused directly or indirectly by *force majeure*. Liability for all consequential damage is excluded.
- 3.2 MZS only accepts liability for damage to property caused by breakdowns of car park structures or infrastructure. MZS can only be held liable for such damage, and for other damage to property, if MZS or its agents have caused such damage wilfully or through gross negligence (in the case of a user who is a consumer).
- 3.3 Users shall be liable for any/all damage caused by themselves, their authorised representatives, employees, contractors, assistants or other users, or by accompanying persons provided by MZS. Any damage to parking facilities, parking and barrier systems, or to other vehicles caused by the user, and/or any damage to the user's own vehicle, must be reported to MZS immediately – prior to leaving the car park.
T: +43 662 24 04 0
M: office@mzs.at

4. Maximum parking period

- 4.1 The car park is provided exclusively for parking purposes for the duration of events, and for no longer than the maximum parking period.
- 4.2 The maximum parking period is 14 days from the time of entry, unless a longer maximum parking period has been expressly agreed with the MZS in individual cases prior to entry (as for long-term parking) or a longer maximum parking period has been declared by MZS separately in a notice displayed at the entrance. If the vehicle is to be parked continuously for longer than 14 days, the user must inform MZS of this in advance, providing contact details (name, address, telephone number etc.) to T: +43 662 24 04 0, M: office@mzs.at. If these details are not provided, MZS shall be entitled to charge expenses for any necessary research.
- 4.3 The car park and MZS premises must be vacated immediately when the maximum parking time has expired.
- 4.4 The maximum parking period does not apply to parking contracts concluded for long-term parking.

5. Remuneration, fees and payment

- 5.1 The conditions in point 5 of these Terms and Conditions for Business and Use do not apply to online bookings, or are only applicable in addition, insofar as the General Terms and Conditions for Online Bookings do not contain provisions governing the respective specific purpose.
- 5.2 From entry to exit, a fee covering the applicable tariff must be paid in accordance with the notice.
- 5.3 Short-term parkers can exit the car park after paying the parking fee at the cash desk or automatic pay station. This does not apply to parking booked online.

- 5.4 MZS expressly states that only cashless payment is available in outdoor areas of the car park and on MZS grounds. There is a notice at the entrances to this effect.
- 5.5 Exit for long-term parkers requires long-term parking card authorisation.
- 5.6 Once the charges have been paid, the user has a reasonable amount of 'exit tolerance' time to collect his/her vehicle before passing the exit barrier. In the event of late exits, excess time must be paid for in accordance with the applicable tariff.
- 5.7 If a vehicle is parked in such a way that neighbouring parking spaces cannot be used within the markings, the fee for the spaces upon which the said vehicle has encroached must also be paid in accordance with the fees on the notice displayed.
- 6. Payment default**
- 6.1 Should a user default on payment, he/she shall owe MZS default interest of 8% above the current base rate published by the Austrian National Bank, on top of the displayed tariff, and at least 12% default interest per year, plus any additional costs within the provisions of Section 1333 (2) ABGB, for items such as reminders, notifications and legal fees.
- 7. Vehicle parking, safekeeping and removal**
- 7.1 Vehicles must be parked exclusively within the designated parking spaces or parking areas, and in such a way as to ensure third parties are not obstructed. No other dedicated parking spaces or parking areas may be used without authorisation, such as disabled parking spaces, electric parking spaces, and reserved parking spaces. In cases of violations, MZS is authorised to charge an increased fee of at least double the original applicable tariff.
- 7.2 MZS is authorised to move the vehicle (or have it moved) to a legitimate parking space and, if necessary, to secure it in such a way that it can no longer be driven away by the user without the cooperation of MZS, and to charge the user for the costs incurred – in the following cases:
- (i) A vehicle is parked in breach of contract or in a manner that obstructs traffic. This applies in particular if StVO provisions enable towing away to be justified.
 - (ii) A vehicle occupies more than one marked parking space.
 - (iii) A vehicle is parked wholly or to a considerable extent outside a designated parking space.
 - (iv) The user spends the night in the vehicle, or camps in the car park.
 - (v) The permitted parking period or maximum parking period has been exceeded.
- 7.3 Until the vehicle has been removed from the car park, MZS shall be entitled to a fee corresponding to the parking tariff, and to full compensation for the costs of removal and subsequent storage of the vehicle. For the duration of storage, the user shall be subject to a user fee of five times the applicable daily parking rate - per day, whether that day is completed or only commenced.
- 7.4 MZS is entitled to remove the parked vehicle from the car park and MZS premises at the risk and expense of the user, and to store it, or have it removed and stored, if:

- (i) The maximum parking period has expired and the user or the owner of the vehicle's registration has already been notified in writing, regardless of whether it was possible to deliver this notification or not – one delivery attempt being sufficient, and/or written notification has been placed on the vehicle regarding expiry of the maximum parking period – which will be deemed to be sufficient notification after three working days.
- (ii) The due parking fee exceeds the apparent value of the vehicle (low value).
- (iii) The vehicle is parked in a manner that violates traffic regulations, obstructs traffic or the user has occupied a parking space dedicated for special use without authorisation (e.g. disabled parking space, e-parking space, and/or other reserved parking spaces).
- (iv) The vehicle is not officially registered or its official registration expires during the parking period.
- (v) The user repeatedly and/or persistently violates essential provisions of these Terms and Conditions for Business and Use, and/or does so despite having been warned (written notification placed on the vehicle is sufficient). Persistent violation of at least two days is deemed sufficient.
- (vi) The vehicle endangers or obstructs the operation of the parking facility or other MZS operations – by leaking fuel, other liquids or vapours, or due to other defects.

7.5 Any costs for research and enquiries shall be borne by the user. Non-compliance with these Terms and Conditions for Business and Use (such as when the maximum parking period is exceeded) entitles MZS to charge a per-day penalty in accordance with point 7.3.

7.6 MZS is authorised to dispose of vehicles that have obviously been abandoned (in particular low-value vehicles, vehicles without licence plates or with invalid or expired inspection stickers (§ 57a KFG). This also applies to vehicles not removed from the parking facility within four weeks of the expiry of the maximum parking period, and particularly after expiry of the maximum parking period. In accordance with § 471 ABGB, claims by any previous owners shall be limited to the proceeds of sale after the deduction of all costs. This remainder shall be handed over to a party that can demonstrate entitlement after receipt of a separate written request to this effect. The vehicle value shall be determined by a competent person – or procedure, such as an online platform like the Eurotax list. However, MZS is not obliged to account for subsequent upgrades that have increased a vehicle's value – such as special equipment. If the vehicle turns out to be worthless, or the processing costs exceed the value of the vehicle, MZS shall be entitled to dispose of the vehicle at the user's expense.

7.7 MZS is authorised to relocate the vehicle within the parking spaces or on the entire MZS site at its own risk and expense if there are important reasons making this expedient – such as official directives. Whenever possible, the user will be informed of the vehicle's new location by means of a notice posted at the original location. If a vehicle is no longer situated at its original location, the user must contact MZS at T: +43 662 24 04 0, M: office@mzs.at

7.8 In the event of violations of the provisions governing the use of the business location, such as exceeding the maximum permitted parking time by illegally parked vehicles (etc.), the user shall be subject to a penalty collectable by MZS, and must reimburse the latter for expenses incurred. MZS is at liberty to initiate legal action for possession or injunction. Any further claims, such as for damages, remain expressly reserved, even if legal action concerning interference with possession or injunctive relief is initiated.

8. Regulations governing use

- 8.1 Only vehicles that are roadworthy, safe to operate and authorised to be driven may enter the parking area. Any removal of licence plates, for purposes such as re-registration, shall only be permitted with the prior and express written consent of MZS.
- 8.2 After entering the car park, the user is obliged to drive the vehicle directly to the destination on the MZS premises (car park, delivery zone etc.) and to park it only within an appropriately marked, available and suitable parking space not reserved for specific individuals or purposes. The vehicle must be secured properly and locked carefully by the user, after which he/she must leave the car park area immediately. Valuables must not be left in the vehicle.
- 8.3 Parking in areas not signed as parking spaces is prohibited. Parking by occupying more than one parking space is prohibited, as is obstructing access to and from other parking spaces. Express reference is made above to MZS' rights to remove or dispose of vehicles for a fee.
- 8.4 Spending the night, camping or staying in the vehicle for any lengthy period of time is forbidden.
- 8.5 The car park and its facilities must be treated carefully and appropriately.
- 8.6 All instructions given by MZS employees, agents or authorised representatives thereof must be followed. All automatic traffic guidance, traffic signs, information signs and guidelines must be observed. The user must participate in road traffic with necessary care, acting on his/her own responsibility. This also applies to instructions or directions given by MZS employees, agents or authorised representatives thereof.
- 8.7 The user is obliged to refrain from any behaviour that endangers or impairs the operation of the car park and/or other MZS operations – particularly during events or concerts. The following activities are strictly prohibited:
- (i) Smoking and the use of fire and naked flames in the car park.
 - (ii) Short- and long-term storage of objects of whatever kind, in particular flammable and explosive substances.
 - (iii) Driving in and parking motor vehicles powered by liquefied petroleum gas.
 - (iv) Unless MZS has given express prior consent – maintenance, care and repair work on the vehicle, in particular refuelling, charging starter batteries and vehicle batteries outside the electric car park, draining cooling water.
 - (v) Sounding horns, running and testing the engine for longer periods of time.
 - (vi) The entry of a vehicle with safety-relevant defects, such as a leaky engine – particularly regarding fuel, oil and other fluid leaks.
 - (vii) Parking vehicles without an official licence plate, without a replacement licence plate or without the statutory and/or appropriate requisite insurance coverage.
 - (viii) The distribution of advertising material without the written consent of MZS.
 - (ix) The use of skateboards, scooters or inline skates (etc.) in the parking area.

- (x) Driving into the car park with single-track vehicles, unless expressly permitted.
- 8.8 If the telephone or on-call service is used outside staffed hours for reasons outside the control of MZS, such as for leaving the premises or for other services, MZS shall be entitled to charge for the expenses incurred.
- 9. Loss of / damage to a parking ticket**
- 9.1 The parking ticket or long-term parking permit must be handled appropriately and kept carefully. The user bears the risk of damage or loss.
- 9.2 If a parking ticket becomes so damaged that it can no longer function properly, MZS is entitled to charge the respective parking fee. If a long-term parking ticket has become damaged, the cost of replacing it must be paid to MZS.
- 9.3 In the event of the loss of parking ticket or long-term parking card, the tariff listed on the entry notice must be paid. An exception will be made if the user can demonstrate the actual parking duration of the vehicle. MZS is also authorised to check parking duration if the official registration number of the vehicle concerned has been stored.
- 9.4 If a parking ticket is lost, the vehicle will only be returned on presentation of official photo ID and the official registration. The registration holder is deemed to be the authorised user of the vehicle.
- 10. Right of retention**
- 10.1 MZS can exercise the right of retention of the vehicle to secure payment of all its claims against the user arising from, and in connection with, the parking of the vehicle – in particular claims for payment. The right of retention can be exercised even if the vehicle does not belong to the user and is the property of a third party.
- 10.2 To secure the right of retention, MZS may use suitable means of immobilisation to prevent the removal of the vehicle.
- 10.3 If the user provides a deposit amounting to at least 50% of the outstanding claim, MZS shall refrain from applying the right of retention. The deposit shall be credited against the outstanding claim. Incurred interest and any other costs accrued must be paid to MZS by the user first – before payment for the remainder of the claim can be accepted.
- 11. Images and video recordings**
- 11.1 MZS uses video surveillance systems on its premises and in the car park. The video surveillance system is operated for the purpose of protecting MZS property, the car park, and to ensure that users fulfil their obligations. The video surveillance system is operated in accordance with the provisions of the General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG). Data from video recordings may be used by MZS to the extent permitted by law. In the event of justified suspicion of a criminal offence, or to secure its own claims, MZS shall be entitled to transmit the data from video recordings to the competent authority.

- 11.2 Stored data, such as images and video recordings, are automatically deleted from the system no later than 72 hours after their generation, and no later than the expiry date of the statutory/official maximum storage period.
- 11.3 In order to monitor compliance with the terms of use, video and image documentation is made in the event of violations and stored as evidence. Without prejudice to the right to information pursuant to Art. 15 GDPR, data subjects are not entitled to receive video and/or image recordings from the data processor or from MZS.
- 11.4 MZS expressly states that image and video recordings are not intended for vehicle surveillance purposes, and do not establish any liability on the part of MZS.
- 11.5 For information on the processing of personal data, please refer to the privacy policy displayed in our entrance area and accessible at <https://www.mzs.at/en/conditions>.

12. Licence plate recognition

- 12.1 MZS expressly declares that it uses licence plate recognition technology in the car park. The official licence plate number of the vehicle, and the time of entry to and exit from the parking facility, are recorded and stored. When leaving the parking facility, the licence plate number is linked to the parking ticket and compared with that of the exiting vehicle. If there is no match, it is not possible to exit the car park.
- 12.2 After exiting the parking facility, the stored data (licence plate number and times of entry and exit) are automatically deleted from the system 72 hours subsequent to exiting at the latest, and no later than the moment of expiry of the statutory or official maximum storage period. In the event of non-payment of the fee, the data will be deleted 24 hours after receipt of payment at the latest, and no later than the expiry date for the statutory or official maximum storage period.
- 12.3 The recording of licence plate numbers and storage of entry and exit times is carried out in compliance with the provisions of the General Data Protection Regulation (GDPR) and Data Protection Act (DSG).
- 12.4 For information on the processing of personal data, please refer to the privacy policy displayed in the entrance area – and accessible at <https://www.mzs.at/en/conditions>.

13. Long-term parking

All provisions of these Terms and Conditions for Business and Use apply to long-term parkers in accordance with the following provisions:

- 13.1 Car park usage contracts for long-term parking can be concluded for limited or unlimited periods. Durations depend on the provisions of the car park usage contract for each long-term parker.
- 13.2 The agreed fee represents the rent for provision of a parking space. The fee, and any ancillary costs, must be paid to MZS in advance – at the latest by the 5th of the respective month. The fee is payable at the beginning of a month for the entire month.

In the event of non-utilisation of contractually specified services, or the premature cancellation or termination thereof, no fee already paid can be refunded. If entry is attempted without the parking authorisation medium, the applicable short-term parking tariff will be charged, but not deducted from the contractually agreed fee. Notification of changes to charges are made in writing.

- 13.3 MZS is entitled to adjust parking fees at any time according to changes in the basis for calculating the said fees – such as changes to collectively bargained wages, energy prices, maintenance costs and/or other additional costs, triggered by events such as changes in laws or by official decrees. Once notification of a fee increase has been announced, the user has the right to terminate the parking space usage contract for long-term parking, subject to a notice period of one month from notification. At the latest, this right must be exercised within one month of notification of the fee increase, otherwise the increased fee shall be deemed to have been accepted. Fee increases do not lead to a concomitant increase in any discounts granted.
- 13.4 If entry to the car park is gained without using evidence of long-term parking authorisation, the corresponding short-term parking rate will be charged without being discounted from the agreed long-term parking fee. Access authorisation is bound to a specific official registration number. The parking of other vehicles is only permitted after prior notification of MZS regarding the current official licence plate number.
- 13.5 An open-ended parking space usage contract can be cancelled in writing at the end of any minimum contract term with four weeks' notice at the end of a calendar month. Cancellation must be in writing and be received no later than the last working day before the start of the period of notice.
- 13.6 MZS may terminate the parking space usage contract for good cause with immediate effect, without observing the notice period and is entitled to block the parking authorisation medium (card, pass...). Some examples of 'good cause' are if the user fails to fulfil contractual obligations, fails to comply with requirements arising from the road traffic regulations or the terms of use, or if the circumstances change under which the parking space usage contract and underlying tariffs have been concluded. If the user is in arrears with at least one monthly instalment, or defaults on payment in more than one month, MZS shall be entitled to terminate the parking space contract with immediate effect. In such cases, MZS may also block parking authorisation while allowing the parking space usage contract to run until the outstanding fee and/or ancillary costs have been paid. Temporary blocking of a long-term parking card does not equate to the cancellation or interruption of a long-term parking contract. If a contract is cancelled without observing the notice period, the user shall be liable for the resulting loss of payment – to a maximum up to the date on which the contractual relationship would have ordinarily been terminated due to cancellation. MZS reserves the right to issue claims for damages on top of claims for payment.
- 13.7 If a user provides his/her official licence plate number when concluding the contract, it will not be deleted from the system within the period specified in point 12. It will be stored for the duration of the parking space usage contract for long-term parking.
- 13.8 MZS is entitled to demand a deposit of up to five times the monthly fee before issuing parking authorisation. The deposit serves to cover for all potential claims against the user arising from the car park usage contract. The user accepts this deposit will be refunded in full, but without interest, if the user is no longer able to use the car park for the time the parking authorisation has been issued.

The customer must return any parking permit provided at the end of the contractual relationship, remove the vehicle from the parking area and comply with all other demands submitted by MZS. If the parking permit has been lost or is not returned in good time, or if the vehicle is not removed in good time, the deposit will be forfeited. A return is considered to be late if it is not made within one month of the end of the contract period. MZS reserves the right to assert further claims.

- 13.9 If a vehicle is not removed from the car park by the user at the end of the contractual relationship, MZS is entitled to demand a usage fee of at least twice the amount agreed in the original car park usage contract for long-term parking. Each month, whether full or part thereof, shall be charged in full. After termination of the contractual relationship MZS is entitled to remove the vehicle from the parking space at the user's risk, and to utilise it after the expiry of one month following termination of the long-term parking space usage contract. In the event of default of payment, MZS can invoke a right of retention to the vehicle in accordance with the terms of these General Terms and Conditions for Business and Use.

14. Final provisions

- 14.1 Notifications shall be deemed to have been lawfully submitted – whether by post or e-mail – if they are sent to the user at the address he/she provided when the contract was concluded. The user must notify MZS of any changes of address immediately.
- 14.2 The place of fulfilment shall be the city of Salzburg.
- 14.3 The exclusive place of jurisdiction for all disputes arising from, or in connection with, the car park usage contract, including all general terms and conditions, and any other applicable contractual terms and conditions, shall be the competent court for the city of Salzburg. MZS is also entitled to choose to take legal action at the general place of jurisdiction of the user, or at the local competent court in the operator's location.
- 14.4 All legal disputes arising from, or in connection with, the space utilisation contract, including all general terms and conditions for business and use, and any other applicable contractual terms and conditions, shall be governed exclusively by Austrian law to the exclusion of the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.
- 14.5 If the user is not a consumer, he/she waives the right to contest the parking space usage contract on the grounds of error, frustration of contract, reduction by more than half or for other reasons.
- 14.6 Any legal fees incurred shall be borne by the user. All costs and fees arising from the establishment of the car park usage contract shall be borne by the user.
- 14.7 The user is not authorised to transfer rights and obligations arising from a parking space usage contract to third parties without the written consent of MZS. MZS is authorised to transfer this parking space usage contract – in whole or in part – to affiliated companies or their shareholders.
- 14.8 The user shall not be entitled to offset any counterclaims made to MZS from the fee, or any ancillary costs, unless the counterclaims have been recognised by a court or expressly acknowledged by MZS in writing.

- 14.9 The user gives express consent to MZS for the automated processing of personal data in accordance with the DSG and DSGVO. This applies in particular to image and video recordings, licence plate analyses at entrances and exits, automatic pay stations and entrances. For information on the processing of personal data, please refer to the privacy policy displayed in the entrance area and accessible at <https://www.mzs.at/en/conditions>.
- 14.10 Should any one of the provisions be invalid, this shall not affect the validity of any of the other provisions of the parking space utilisation contract – including all general terms and conditions for business and use. An invalid provision must be replaced by a valid provision that most closely serves the economic purpose of the original provision.
- 14.11 The car park usage contract, including all general terms and conditions for business and use, have been drawn up in German. This shall be the sole legally binding version. Other language versions are produced solely to facilitate better comprehension thereof. In the event of objections or conflicting interpretations, the German-language version shall have precedence over any other language version.
- 14.12 MZS is authorised to amend any of the General Terms and Conditions for Business and Use at any time. Amendments become valid and binding for users when the amended terms and conditions for business and use have been posted, placed online or made available. Any one of these three forms of publication suffices for the new terms to come into effect.