

# Rules and Regulations of the Monitored, Unguarded Car Park at B85 Suites

## §1

### CAR PARK RULES AND REGULATIONS

1. These Rules and Regulations ("**Regulations**") establish the type, scope and rules of use for the monitored, unguarded car park ("**Car Park**") located on level -1 of the B85 Suites apartment facility located in Warsaw at ul. Bartycka 85A ("**B85 Suites**"), whose operator is APM Management 2 spółka z ograniczoną odpowiedzialnością with its registered office in Warsaw, entered in the register of entrepreneurs of the National Court Register under the KRS number: 0001056462 ("**Operator**").
2. The Regulations are binding for all persons using the Car Park, including the persons driving a vehicle upon its entry to or exit from the Car Park, and should the identity of a vehicle's driver be impossible to establish, the vehicle's owners ("**User**").
3. The Car Park is monitored, unguarded and paying.
4. By entering the Car Park in their vehicle, the User enters into an agreement with the Operator for the use, against a consideration, of a parking space ("**Rental Agreement**"), in accordance with the price list available on the B85 Suites website or in the case of a parking space rented on a subscription basis – pursuant to terms established in a separate agreement, and consents to comply with the terms of these Regulations.

## §2

### OPERATOR'S LIABILITY

1. The Operator is not liable for any damage resulting from force majeure, the elements, theft (break-ins, burglary, etc.), robbery, destruction or damage of vehicles located in the Car Park area, and is not liable for objects left in vehicles or being part of their equipment, with the exception of damages caused through the Operator's fault.
2. The Operator is not liable for any car and car park accident damage concerning vehicles and persons using the Car Park, with the exception of damage caused through the Operator's fault.

## §3

### USER'S LIABILITY

1. The User is liable for damage caused by them to the Operator or to third parties within the Car Park area.
2. The User is liable for pollution of the Car Park due to fuel, oil and other technical fluid leaks from their vehicle and for other pollution of the Car Park caused through the User's fault.
3. The User is obliged to report any damage referred to in §3 point 1 and 2 of these Regulations to the Operator immediately, before exiting the Car Park.
4. For the period when the vehicle is left in the Car Park, the User is obliged to lock the vehicle parked in the Car Park and use the security systems owned.

## §4

### CAR PARK CHARGES

1. The Car Park is open 24 hours a day, week round.
2. Parking spaces in the Car Park are rented per day.
3. The amount of the charge for a parking space in the Car Park is established in the price list available on the B85 Suites website and in the Reservation System.

4. The User obtains the right to enter the Car Park and use the Car Park by renting a parking space. The charge for renting a parking space in the Car Park may be paid online or in the self-service reception (self-service hotel kiosk) located in B85 Suites. After paying the charge, the User receives an entrance code allowing access to B85 Suites and entry to the Car Park. The User may also receive a proximity card allowing access to B85 Suites and entry to the Car Park in the same scope as permitted by an entrance code.
5. When entering the Car Park in a vehicle, the User is obliged to input the entrance code received after paying the charge for renting a parking space in the Car Park in the access control keypad before the barrier or use the proximity card. Entering the code or using the proximity card will cause the barrier to lift and allow the User to enter the Car Park.

## **§5**

### **CAR PARK TERMS OF USE**

1. Vehicles may be parked solely in the parking spaces established for that purpose specified in the Rental Agreement.
2. A vehicle parked in a prohibited or reserved space or blocking the exit of a vehicle belonging to another Car Park user may be towed at the User's cost and risk.
3. Should the vehicle take up more than one parking space, an additional fee in the amount of the charge for the additional parking space occupied will be charged.
4. The User is obliged to respect the road signs and markings placed in the Car Park and the instructions of B85 Suites personnel.
5. In the event of danger to life, health or property of a significant value, the Operator shall have the right to remove the vehicle from the Car Park.
6. Should the User infringe the terms of these Regulations, the Operator may terminate the Rental Agreement without notice immediately and apply measures necessary to restore a state of affairs that is compliant with the Regulations, including by removing a vehicle from the Car Park or by using a wheel clamp.
7. In cases set forth in section 6, the User shall pay the costs arising from the vehicle's removal from the Car Park and its securing and storage until the vehicle is collected by the User.
8. The User is liable for all damage caused by the Vehicle or arising as a result of their use of the parking space, in particular due to pollution of Car Park surfaces as a result of leakage from the vehicle (leak of oil, brake fluid, coolant, etc.).
9. Should the charge not be paid, the Operator may apply a mechanical device immobilising the vehicle until the User pays the relevant charge.

## **§6**

### **SECURITY PROVISIONS**

1. The driver is obliged to respect road traffic rules contained in the Act of 20 June 1997 – the Road Traffic Act (i.e. Journal of Laws of 2023, item 1047).
2. The speed limit in the Car Park area is 10 km/h.
3. The following vehicles are not admitted to the Car Park:
  - a. equipped with an LPG system,
  - b. whose height exceeds 2 m,
  - c. whose laden weight exceeds 3.5 tonnes,
  - d. with leaking systems,
  - e. transporting firearms or dangerous material, particularly flammable, explosive or corrosive material.
4. In the whole Car Park area, i.e. in parking spaces, internal roads and on access and exit ramps it is forbidden to:

- a. smoke and use naked flames and also to consume alcohol and use drugs,
- b. store fuel, flammable substances and empty fuel containers,
- c. fuel, change technical fluids, repair, wash and clean vehicles,
- d. leave vehicles with engines running,
- e. leave animals in vehicles,
- f. remain in vehicles for a period longer than is necessary to park the vehicle or exit the car park.

## **§7**

### **FINAL PROVISIONS**

1. The contents of the Regulations are available on the B85 Suites website: [www.b85suites.pl](http://www.b85suites.pl)
2. Please make any complaints concerning services provided within the scope of these Regulations in writing to the email address: [rezerwacja@b85suites.pl](mailto:rezerwacja@b85suites.pl)