# PUBLIC GARAGE TERMS OF USE

# I. BASIC PROVISIONS

#### Article 1

By these Public Garage Terms of Use (Terms of Use), Zagreb Holding Ltd., Subsidiary Zagrebparking (hereinafter: parking provider) determines the manner and terms of use for public garages.

#### Article 2

By entering a public garage, you agree to the present Public Garage Terms of Use, as well as to the terms stipulated under Decision on Parking Organization and Payment Method and Ordinance on the Use of Public Parking Lots and Public Garages, applicable at the moment of entering the public garage.

By parking a vehicle in a public parking area, the user concludes an agreement on use of the public parking area with the parking provider.

The agreement referred to in paragraph 2 of this Article stipulates neither an obligation to supervise the vehicle nor any liability for disappearance, demolition or damage of the vehicle, unless otherwise prescribed by law.

#### Article 3

A public garage user shall park the vehicle in a parking space delineated by traffic markings. While driving the vehicle inside the garage, the user shall refer to traffic signs and instructions provided by the parking provider. Users are prohibited to park their vehicles in a manner that could cause hindrance to other public garage users, regardless whether the vehicle is blocking the entrance or exit to the garage or whether it represents an obstacle to the normal flow of traffic inside the garage.

Vehicle user uses the public garage at his/her own risk.

Public garage user whose vehicle is at a standstill within the garage shall turn off the vehicle engine.

## **Article 4**

Smoking is prohibited inside the public garage, as well as the use or disposal of combustible substances and other hazardous materials in general; in addition, it is prohibited to leave any litter or rubbish in the public garage, unless left in a specifically designated place. It is prohibited to use the public garage for any activities for which no prior consent has been obtained from the parking provider, as well as any activities that are contrary to the applicable regulations of the Republic of Croatia. The parking provider may limit further use of the garage for those users who act contrary to the provisions of these Terms of Use, following a prior notice.

## II. LIABILITY OF PARKING PROVIDER

#### Article 5

Parking provider is not liable for any loss or damage to vehicles or property inside the vehicles of public garage users (e.g. in case of scratches on users' vehicles, broken windows of users' vehicles, in case of any other damage to such vehicles, in case of stolen property from users' vehicles, etc.).

All public garage users shall immediately report any criminal offence, including vehicle damage, theft or attempt of theft, to the police and inform the parking provider thereupon through its employees.

## III. DAMAGE TO VEHICLES OR OTHER PROPERTY INSIDE THE PUBLIC GARAGE

#### Article 6

In case of damage to a vehicle or any part of public garage property or structure, the user shall immediately report such damage to the parking provider through its employees. In case of damage to any part of public garage property or structure, the parking provider may request compensation for the caused damage from the person responsible for such damage.

#### IV. SAFETY OF VEHICLES AND PROPERTY

#### Article 7

Before leaving his/her vehicle parked in the parking space, the public garage user shall check if the vehicle is properly locked, if its windows and sunroof are properly closed and whether the parking break has been activated. When leaving the vehicle in the public garage, users should take their personal belongings and other valuables with them, while all other belongings/property should be placed in a safe and hidden place inside the vehicle, in such a way that items cannot be seen by other public garage users. Users leave their property in the vehicle at their own risk.

### V. PARKING ORGANIZATION AND PAYMENT METHOD

### **Article 8**

Public garage parking fees are clearly indicated in the price list located at the entrance to the public garage.

All types of parking permits, apart from permits for hourly parking, are purchased from the garage employee at an official sale point.

User who has entered the garage using a vehicle wishing to purchase a daily parking permit, weekly parking permit or monthly parking permit, must make the desired purchase within 10 minutes from the moment of entering the public garage and must present to the garage employee a permit for hourly parking obtained at the entrance.

Payment of hourly parking shall be performed exclusively at automated pay stations. Only exceptionally, such payment shall be performed by the parking provider's employees at an official sale point.

In public garages that meet the necessary technical requirements, payment of hourly parking may be performed via mobile phones (SMS or ZgPark mobile application).

Users are recommended not to leave their parking permits inside the vehicle, as well as to avoid damaging their parking permits or keeping them near mobile phones, electric devices or heat sources.

The user shall pay the service of hourly parking before leaving the garage. After the user has performed the payment, he/she shall leave the garage within 10 minutes.

If the user fails to leave the garage within the above-mentioned time limit after paying, he/she shall be charged an additional hour of parking.

#### **Article 9**

Stored-value cards may be purchased from the parking provider's employee at an official sale point.

Stored-value card in the amount of HRK 100.00 shall be valid for three (3) months from the day of purchase.

Stored-value card in the amount of HRK 200.00 shall be valid for six (6) months from the day of purchase.

Stored-value card in the amount of HRK 500.00 shall be valid for twelve (12) months from the day of purchase.

Upon expiry of the stored-value card validity period, the user shall not be entitled to a refund of any unused balance.

If the user loses the stored-value card, he/she shall not be entitled to any kind of refund or issuance of a replacement value-card.

## Article 10

R1 invoices shall be issued exclusively by the parking provider's employees at an official sale point, and upon prior request.

R1 invoices cannot be issued upon subsequent request.

#### Article 11

The parking provider reserves the right to limit the number of prepaid permits available to be purchased by users.

If a user wishes to purchase a prepaid parking permit and the garage is filled to capacity, the user may submit a request to purchase a prepaid permit and the request will be processed as soon as there is an available parking space for the requested type of parking permit.

To request or submit forms for purchasing a prepaid permit, users shall go to the official sale point of the parking provider located at the garage exit.

## Article 12

In case of loss of any type of parking permit, the user shall immediately inform the parking provider about such an occurrence.

In case of loss of an hourly permit, the user shall be charged HRK 200.00. If the amount of fee for hourly usage of the public garage exceeds HRK 200.00, the user shall be charged the amount of day-time hourly parking permit and night-time hourly parking permit, in line with the established actual usage time spent in the public garage. Once the user has paid the charged amount, he/she shall not be entitled to a refund of the sum already paid.

Upon expiry of the validity period of the purchased prepaid permit, the user shall return the permit to the parking provider.

In case a prepaid parking permit is lost or damaged, the user shall be charged HRK 60.00.

#### Article 13

Users who purchase a prepaid permit for vehicles with electric or hybrid propulsion system shall be entitled to 50% discount (except for day-time hourly permits, night-time hourly permits and monthly privileged permits).

When purchasing this type of permit, the user shall fill out a request form, provide the original vehicle registration certificate for inspection (based on which it can be verified that the

vehicle uses electricity for propulsion or a combination of electricity and other type of power for propulsion) and enclose a copy of the registration certificate to the request.

The user undertakes that he/she shall use the prepaid permit referred to in this Article exclusively for the electric vehicle or the vehicle that uses a combination of electricity and other type of power for propulsion, and that he/she shall not use this permit for any vehicles using a different propulsion system.

If the user uses said prepaid permit for vehicles that do not meet the above-mentioned requirements, the parking provider reserves the right to prohibit further use of such prepaid permit.

## Article 14

The public garage uses a video surveillance system to ensure the safety of people and the parking provider's property.

Video surveillance footage shall be kept for two weeks or for up to 30 days in circumstances where the system allows that possibility. The footage shall be used exclusively for protection purposes of people and property.

Access to the video surveillance system and related footage is provided to the controller's authorized personnel, pursuant to the internal regulations of Zagreb Holding Ltd., subsidiary Zagrebparking.

Public garages that meet the technical requirements use automatic number-plate recognition in order to control the entrance and exit to the public garage for the purpose of controlling the payment of parking services.

Data obtained through automatic number-plate recognition system are used by Zagreb Holding Ltd., subsidiary Zagrebparking, exclusively in order to control and charge parking services.

At the request of competent state authorities, within the performance of tasks falling within the scope of their legally prescribed duties, the footage shall be viewed, extracted and delivered to such state authorities.

#### VI. COMPLAINTS AND INFORMATION

#### Article 15

Users may request any information in connection with use of the public garage from the parking provider's employee at an official sale point located at the exit from the public garage.

#### Article 16

Pursuant to Article 10 of the Consumer Protection Act, public garage users may submit their written objections in person at the address ZAGREB HOLDING LTD. - SUBSIDIARY ZAGREBPARKING, Šubićeva 40/III, from Monday to Friday, from 8.00 a.m. to 7.00 p.m. or on Saturdays from 9.00 a.m. to 1.00 p.m., by post to the same address, or to the following e-mail: <a href="mailto:infozgp@zgh.hr">infozgp@zgh.hr</a>.

## **VII. MISCELLANEOUS**

## Article 17

These Terms of Use shall come into force as at the date of their adoption.

The parking provider reserves the right to amend these Terms of Use and undertakes to adopt such amendments in writing.

