



ZAGREB HOLDING

SUBSIDIARY ZAGREBPARKING

CLASS: ZGH-01-20-248

FILE NO: 07-03-04/1-20-23

Zagreb, 23 September 2020

Pursuant to Article 30, paragraph 2 of the Utility Services Act (Official Gazette 68/18, 110/18 – Decision of the Constitutional Court of the Republic of Croatia, and 32/20), with prior consent of the City Assembly of the City of Zagreb, Zagreb Holding Ltd., subsidiary Zagrebparking, Zagreb, Šubićeva 40/III, adopted, on 23 September 2020, the following

GENERAL TERMS AND CONDITIONS FOR PROVISION OF MUNICIPAL SERVICE OF PUBLIC GARAGE PARKING

I. GENERAL PROVISIONS

Article 1

These General Terms and Conditions for provision of municipal service of public garage parking (hereinafter: General Terms and Conditions) regulate the terms of provision and use of municipal service of public garage parking, mutual rights and obligations of the provider and user of the municipal service, and the manner of metering, charging and paying for the municipal service provided.

Zagreb Holding Ltd., subsidiary Zagrebparking, Zagreb, Šubićeva 40/III, PIN: 85584865987 (hereinafter: parking provider) is the provider of the municipal service of public garage parking based on the Decision on municipal activity of providing parking services in developed public areas and in public garages in the City of Zagreb (Official Gazette of the City of Zagreb 4/19).

II. TERMS OF PROVISION AND USE OF PARKING SERVICE

Article 2

Parking provider provides the municipal service of parking in accordance with statutory regulations and secondary legislation regulating traffic and municipal order, in accordance with the principles of utility management, as well as regulations and other acts of the City of Zagreb that regulate parking in the City of Zagreb.

Article 3

By entering a public garage, the user accepts these General Terms and Conditions, provisions of the Decision on Parking Organization and Manner of Charging, as well as the provisions stipulated by a special Ordinance on the Use of Public Parking Lots and Public Garages.

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.

Public parking area is an area intended for parking vehicles, developed as an outdoor on-street parking lot, a dedicated off-street parking lot or a garage.

Public garage user (hereinafter: user) is a driver who parks a vehicle in a parking space in a garage, that is, the owner of a vehicle the registration number of which is entered in the relevant registries of the Ministry of the Interior or in other appropriate official records.

Also considered a user is a lessee allowed to use the vehicle under a vehicle lease contract, or a renter allowed to use the vehicle under a vehicle rental agreement concluded with a person performing a registered business activity of rent-a-car services.

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 to the vehicle, unless otherwise prescribed by law.

III. MUTUAL RIGHTS AND OBLIGATIONS OF SERVICE PROVIDER AND SERVICE USER

Article 4

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, to block the entrance or exit to the garage with their vehicle or represent an obstacle to the normal flow of traffic.

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 5

Person leaving a bicycle in the garage is also considered a garage user.

User leaving a bicycle in the garage shall leave it only in the space designated for bicycle parking.

Parking a bicycle in the garage excludes the obligation to supervise the bicycle.

Bicycles missing larger parts (wheel, handle bars, seat and alike) that stay in the garage for more than 30 days will be considered abandoned and removed from the garage.

Article 6

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 forbid further use of the garage to the users who act contrary to the provisions of these General Terms and Conditions.

LIABILITY OF PARKING PROVIDER

Article 7

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

DAMAGE TO VEHICLES OR OTHER PROPERTY INSIDE THE PUBLIC GARAGE

Article 8

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.

In case of damage to any part of public garage property or structure, the parking provider may request compensation from the person responsible for such damage.

SAFETY OF VEHICLES AND PROPERTY

Article 9

Before leaving his/her vehicle parked in a 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 brake has been activated.

When leaving a vehicle parked in a 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 such belongings/property cannot be seen by other public garage users or persons present in the garage.

Users leave their property in the vehicle at their own risk and the parking provider is not liable for its disappearance.

IV. MANNER OF METERING, CHARGING AND PAYING FOR SERVICE

Article 10

Parking in a public garage is charged during the whole calendar year, between 00:00 to 24:00 hours.

Public garage parking fees are clearly indicated in the price list located at the entrance to the public garage, and on the parking provider's notice board and web site.

Types of garage parking permits are: hourly and prepaid (daily, weekly, monthly and annual).

Daily garage parking permit is valid from the time of its issuance until the same time the next day (24 hours).

Weekly garage parking permit is valid from the time of its issuance until the same time the seventh day (7 days).

Monthly garage parking permit is valid from the time of its issuance until the expiry of the date in the following month which corresponds to the date when the time limit started running, that is, until the expiry of the last day in the following month.

Annual garage parking permit is equal to twelve monthly parking permits and valid from the time of its issuance until the expiry of the date in the following year that corresponds to the date when the time limit started running.

Upon the expiry of the period of validity of the daily, weekly, monthly or annual garage parking permit, the user pays the fee in accordance with the relevant provisions on payment of the hourly garage parking permit.

All the parking permits except the ones for hourly parking may be purchased by the user at the parking provider's office at the public garage or at the parking provider's cash desk.

Daily, weekly, monthly and annual parking permit are issued at the user's request.

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

If the user does not request the issuance of a daily, weekly, monthly or annual garage parking permit, he is considered to be using an hourly parking permit.

An hourly parking permit for a particular public garage is issued at the time of entering the garage and is valid until the time of exiting the garage, regardless of parking duration, and it is calculated as the sum of hours of parking. Each hour commenced is calculated as a full hour.

Payment of hourly parking may be performed only at automated pay stations. Exceptionally, such payment may be performed at the parking provider's office at the public garage.

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

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 making the payment, the user 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 for an additional hour of parking.

If a user parks a vehicle without registration plates in the garage, he/she shall provide the parking provider with the information on the vehicle ownership, fill out a form and present for inspection a document which proves the correctness of the information provided. If the user does not provide the information on vehicle ownership, he/she will not be entitled to purchase a prepaid parking permit, and will have to remove the vehicle from the garage and pay for an hourly parking permit, charged from the time of vehicle's entering the garage until the time of its exit from the garage. Otherwise, the vehicle will be removed from the garage at the expense the vehicle owner, who will also be liable to pay all the costs incurred.

If a vehicle for which an hourly parking permit is used is parked in the garage for longer than 30 days, or remains in the garage for 30 days after the expiry of a prepaid parking permit, the parking provider will notify the vehicle owner thereof and invite him/her to regulate further use of the garage for the

vehicle within 8 days from receiving the notification. Otherwise, the vehicle will be removed from the garage at the expense the vehicle owner, who will be liable to pay all the costs incurred.

Article 11

An hourly parking permit may be paid via stored-value card.

Stored-value cards may be purchased at the parking provider's office at the public garage or at the parking provider's cash desk.

Stored-value card is valid for twelve (12) months from the date 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 12

R1 invoices may be issued exclusively at the parking provider's office at the public garage, and upon prior request.

R1 invoices cannot be issued upon subsequent request

Article 13

By selling a prepaid parking permit, the parking provider does not guarantee availability of parking spaces. That depends on the availability of parking capacity in a garage.

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

Users may request and submit the form for purchasing a prepaid parking permit at the parking provider's office at the public garage or at the parking provider's cash desk.

Article 14

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 parking permit, the user shall be charged HRK 200.00. If the amount of the fee for hourly use of the public garage exceeds HRK 200.00, the user shall additionally be charged the amount of the hourly parking permit, in accordance with the established actual time spent using the public garage. Once the user has paid the charged amount, he/she is not entitled to a refund of the sum already paid.

Upon expiry of the validity period of the purchased prepaid parking 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 a fee in accordance with the applicable price list.

Article 15

Users who purchase a prepaid parking permit for vehicles with electric or hybrid propulsion system shall be entitled to a discount in accordance with the applicable price list (except for hourly parking permits and privileged monthly parking 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. Information visible on such copy should only be the information necessary to exercise the right.

The user undertakes to use the prepaid parking 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 not to use the permit for any vehicles using a different propulsion system.

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

Article 16

The public garage uses a video surveillance system to ensure the protection of people and property. Video surveillance footage is kept for a minimum of two weeks or for up to 60 days maximum, depending on the storing unit capacity, after which period it is deleted automatically.

Access to the video surveillance system and footage is provided to the authorized personnel and to the competent state authorities in the performance of tasks falling within the scope of their legally prescribed duties.

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

V. COMPLAINTS AND INFORMATION

Article 17

All the information regarding the use of public garages is provided on the parking provider's official web site, www.zagrebparking.hr, and it can be requested from the parking provider, at public garages and at the parking provider's address ZAGREBAČKI HOLDING LTD. – SUBSIDIARY ZAGREBPARKING, Šubićeva 40/ III, Monday to Friday, from 7.30 a.m. to 7.00 p.m. and on Saturdays from 9.00 a.m. to 1.00 p.m., or via e-mail: infozgp@zgh.hr

Article 18

Pursuant to consumer protection regulations, 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. and on Saturdays from 9.00 a.m. to 1.00 p.m., by post to the same address, or to the following e-mail: infozgp@zgh.hr.

VI. FINAL PROVISIONS

Article 19

Provisions of the Decision on Parking Organization and Manner of Charging, as well as other legal regulations shall apply to all matters not stipulated by these General Terms and Conditions.

Article 20

By entering into force of these General Terms and Conditions, the Public Garage Terms of Use, class: ZGH-01-18-792, file number: 07-03-01-18-01, of 14 November 2018, cease to be valid.

Article 21

These General Terms and Conditions shall be announced in the Official Gazette of the City of Zagreb, published on the official web site of the City of Zagreb (www.zagreb.hr), as well as on the notice board and official web site of Zagreb Holding Ltd., Subsidiary Zagrebparking (www.zagrebparking.hr).

Article 22

These General Terms and Conditions shall come into force as at the eighth day from the date of their announcement in the Official Gazette of the City of Zagreb.

Subsidiary Director:
MSc Ana Preost
Handwritten signature

Stamp: ZAGREB HOLDING LTD.
SUBSIDIARY ZAGREBPARKING
ZAGREB, Šubićeva 40/III