

Garage operating rules

Garage
Luxembourg Plaza
(entrance opposite
Sudoměřská 11,
Prague 3)

Basic provisions

The Parking Rules regulate the conditions for use of the underground garages, which are located beneath Luxembourg Plaza (hereinafter the building) at the address: Přemyslovská 43, Prague 3, Žižkov, Postcode 130 00, Czech Republic, ID Number 1644, Cadastral No. 1540/1, Cadastral Area of Žižkov.

The parking lot means all spaces starting with the drive-in from Sudoměřská ulice through the supply part on the ground floor including underground garage storeys -1, -2, and -3. The parking lot is operated by EMH North, s. r. o. with its headquarters at Prague 1, Vladislavová 1390/17, Postcode 110 00, Company ID Number 01618016, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 211258, (hereinafter the Operator).

Only the tenant vehicles of the Parking Lot may park on the parking lot; these vehicles must be entered in the records of the building manager or in the MR.PARKIT reservation system. Upon fulfilment of this condition, the tenant is entitled to use the common facilities. In the process,

they shall abide by the provisions of these operating rules, or other legal and technical regulations.

Driving into and entry into the building is only permitted to the tenant of the Parking Lot, or persons authorised by them, and persons accompanied by them. For the duration of the stay of these persons in the Parking Lot, the tenant of the parking space is liable for any damage caused by such persons. Under no circumstances will any additional vehicle for which a parking space has not been reserved be allowed to drive into the building.

In case of any problems with reservation / driving into the garage, contact the mediator – MR.PARKIT s.r.o. (telephone: +420 277 277 977). In case of any technical problems or accident, contact the garage reception desk.

General principles for use of the garages

The Lessee is aware of the fact that the garages are not guarded, which means, that the owner nor the operator of the garages is obliged to guard the vehicles parked inside for the Lessee.

The owner of a parking space as well as the agent is not in any way liable for damage incurred by persons, animals, or items that are to be found on the garage premises without good reason.

The owner of a parking space as well as the agent is not liable for damage caused as a result of a random event or force majeure (such as armed robbery, the spontaneous combustion of a parked

vehicle, weather conditions (snow, ice, etc.) war, a terrorist attack, sabotage, etc.).

MR.PARKIT as well as the parking place owner are not liable for damage to a vehicle or other goods and chattel of the person availing themselves of the parking space, nor is it liable for damage caused by injury in the grounds of the garage/car park. The person availing themselves of the parking space declares that they have taken out liability insurance for damage caused by the operation of the vehicle (third-party insurance) or other insurance that is similar to third-party insurance insofar as it concerns the terms and conditions and insurance coverage.

It is the duty of the tenants upon ascertaining the presence of unknown persons in the garages to report such fact to the building manager.

For residents of the City of Prague, 65 parking spaces are reserved in the parking lot. These parking spaces are marked with individual vertical signs. To obtain a parking space and entrance card, the residents are obligated to sign a contractual agreement with the Operator of the parking lot. The holders of pre-paid PARKING CARDS (i.e. long-term tenants and also holders of only Temporary Parking Cards, generally customers) shall insert the PARKING CARD into the reader at the entrance barrier to verify validity. The driver and passengers in the given vehicle undertake to observe the conditions of these parking rules together with the contractual arrangements signed upon receipt of the PARKING CARD.

A tenant with whom it was agreed upon signature of the agreement that the car would be parked in the underground garages on the basis of the license plate number that shall be scanned with the aid of the cameras is obligated to observe the

conditions stipulated in the parking rules in the same manner as the holders of parking cards.

A tenant that parks in the LXP underground garages on the basis of the license plate number and a tenant with a valid MR.PARKIT reservation are obligated to keep their license plate numbers clean and legible to allow proper system scanning and recognition of the license plate number.

A person who enters the parking area from the public areas of the building, from the hotel in the building or via another entrance, for the purposes of these rules shall be designated as a pedestrian. Pedestrians undertake to observe the conditions stipulated in the parking rules.

All users of the parking lot are obliged to observe the appropriate provisions of generally binding legal regulations, particularly Act No. 56/2001 Coll., and Decree No. 30/2001 Coll.

Only customers whose vehicle's height does not exceed 1.9 m may drive into the parking lot.

Customers are liable for damage caused by driving a vehicle that exceeds the set height limit into the garage.

The means of transport must be parked in the reserved space of the garage – please observe the signs.

Park the vehicles in the precisely marked spaces. Only one vehicle may be parked in each parking space.

Before leaving the vehicle, ensure that it is locked, the engine and lights are off and the parking brake has been activated.

Means of transport that shall be parked in breach of the given requirements may be towed out of the parking lot exclusively at the expense of the vehicle owner.

Observe prohibition to park outside the above-stated parking and standing areas, particularly, prohibition of parking in the driving lanes, in front of emergency exits, at pedestrian crossings and in front of exits. In case of a breach of these rules, the vehicle shall be towed out of the parking lot exclusively at the expense of the vehicle owner.

In the parking lot, all customers and users undertake to observe:

- a) Prohibition of smoking
- b) Prohibition of making and using open flames
- c) Prohibition of discarding and storage of items of all sorts
- d) Prohibition of the storage of flammable or other substances hazardous to health and life
- e) Prohibition of leaving animals in a vehicle
- f) Prohibition of repair of vehicles and any handling of fuels, oil change and coolant
- g) Prohibition of driving a vehicle into a parking space that does not fulfil the requirements of the applicable road traffic regulations
- h) Prohibition of driving a gas-propelled vehicle into and parking it in the parking lot
- i) Prohibition of driving two-wheeled vehicles into the parking lot (exceptions possible upon prior agreement)

j) Instructions of the parking lot workers

k) Maximum speed limit of 10 km/h

l) Obligation to switch on the dim lights when driving through the garages

m) Obligation to respect the warning inscriptions and signs

n) Obligation to respect the calls and instructions of parking lot workers during cleaning and maintenance of the garages

o) When passing through the garage, pedestrians must only use the edges of the lanes or dedicated paths

p) When moving from a lower floor to an upper floor or vice versa, pedestrians must use the lifts intended for this purpose. It is prohibited to enter or leave the garage via the drive-in ramp.

Customers that are PARKING CARD holders are obligated to insert the card into the reader at the exit barrier to verify validity when driving out of the garage. The exit barrier only opens upon use of a valid PARKING CARD. A PARKING CARD that has expired or is invalid for reason of non-compliance with the payment conditions will not allow the exit barrier to open or may be blocked by the reader.

PARKING CARDS must not be left in the vehicle.

Customers shall be liable for all losses arising from loss, alienation of or damage to the PARKING CARD and are obligated to report such instances immediately to the Operator of the parking lot.

For loss, alienation of or damage to the PARKING CARD, a charge shall be levied: CZK 500 per PARKING CARD.

Final Provisions

1) The basic rules for leasing and operating garages are laid out in the operating rules.

2) The owner of the garage space may unilaterally extend or supplement these operating rules.

3) Upon a breach of the rules stipulated by these operating rules or generally binding legal regulations, the manager, by agreement with the owner, may temporarily divest the lessee of his authorization to enter the building.

4) These operating rules take effect as of June 17th, 2015.

The English version of the Operation Rules of the garage is a translation of the original Czech version. It is only of an informative nature. In the event of any discrepancy between the English and Czech versions, the Czech version takes precedence.

In Prague, 19 October 2015.