# TERMS AND CONDITIONS FOR CAR PARKS AND KISS & FLY ZONE AT FRANJO TUĐMAN AIRPORT

## Effective from: 1<sup>st</sup> January 2023

Please carefully read this Terms and conditions for the use of the car park of Franjo Tuđman Airport which relate to the below defined Car Parks at Franjo Tuđman Airport and the below defined Kiss & Fly Zone at the Franjo Tuđman Airport

## 1. Definitions

In these Terms and Conditions:

- a. "Airport" means Franjo Tuđman Airport located at Ulica Rudolfa Fizira 21, Velika Gorica operated by MZLZ;
- b. "MZLZ", "us", "we" and "our" means Međunarodna zračna luka Zagreb d.d., Ulica Rudolfa Fizira 1, Velika Gorica, MBS: 080805299, OIB: 79446233150;
- c. "Car Park or Parking" means the following parking facilities and stop zone for parking at Airport operated by MZLZ:
  - 1) Car Park for Passengers and Visitors (all parking locations in front of the passenger terminal building of the Airport, except the ones in co called Kiss & Fly Zone and Car park for Tourist Coaches and Campers);
  - 2) Kiss & Fly Zone (location designated as such on the level 2 curbside in front of the passenger terminal building of the Airport, outdoor space in the departure area of the passenger terminal);
  - 3) Car Park for Tourist Coaches and Campers (parking location designated as such next to main road in the vicinity of the Airport passenger terminal building);
  - 4) General Aviation Terminal Private Vehicle Car Park (parking location designated as such next to/in front of the General Aviation Terminal);
- d. "Terms", "Terms and Conditions" means these Terms and Conditions for Car Parks and Kiss Fly Zone at the Franjo Tuđman Airport;
- e. "You", "your" and "Customer" means a person who accepted this Terms by entering with vehicle in the Car Park. All customers, by accepting this Terms, whether by entering the Car Park by parking the vehicle within the Airport Car Parks or otherwise, will be considered that they act on their own initiative and/or initiative of any third party they represent;
- f. "Vehicle" means any vehicle which has entered the Car Park, and which has any mechanical device on wheels, its equipment and accessories (including vehicles with a trailer), buses, minibuses and camping vehicles i.e. vehicles longer than 6 meters and with height up to 288 cm measured from the roadway/lane and/or vehicles with more than 9 seats (including driver's) and less than 55 seats.

- g. "(LPR system)" means automatic license plate recognition system used to record the time of entry and exit of Vehicles into and from the Car Park for Passengers and Visitors and Kiss & Fly Zone by photographing a Vehicle and Vehicle's license plate.
- h. "Website" means www.zagreb-airport.hr.

## 2. General Info

This Terms define the conditions, manner of use, organization and payment options of the Car Park, as well as the mutual relations between the MZLZ and the Customers of the Car Park.

This Terms apply to all Car Parks defined in Article 1, item c) of these Terms, unless it is explicitly prescribed that a particular part of these Terms applies exclusively to a specific Car Park.

By entering into our Car Park, you agree to be bound by these Terms. The Terms for usage of the Car Park are governed by the laws and regulations of the Republic of Croatia and in case of any dispute Croatian courts have exclusive jurisdiction. These Terms constitute the entire agreement between you and us in respect of the usage of the Airport Car Parks.

We reserve the right to change, from time to time, the Terms (including the changes in prices that are integral part of this Terms), without notice, by publishing the amended Terms (including the new prices of the Airport Car Parks) on our website. The date of entry into force of such changes and/or amendments of the Terms as well as application of the new Airport Car Parks prices shall be indicated in the published Terms. In other words, the Terms (including the prices contained therein) that are in force at the time of your entry into the Car Park shall apply. We recommend that you always read the Terms before entering the Airport Car Parks.

Car Park for Passengers and Visitors and Kiss & Fly Zone are equipped with the LPR system which will automatically photograph your Vehicle and recognize your Vehicle's registration number and establish when your Vehicle enters and exists the aforementioned Car Park's.

This Terms are published in the English and Croatian language, whereby the Croatian language shall prevail and shall be the official language for the interpretation of this Terms.

## 3. Application of payment conditions for Parking for passengers and visitors

Vehicles with a trailer, minibuses and camp vehicles, i.e. all vehicles longer than 6 meters and with height up to 288 cm measuring from the roadway/lane, and / or vehicles with more than 9 seats (including the driver's seat) and less than 55 seats, in addition to the Kiss & Fly Zone, use only the Car Park Tourist Coaches and Campers, however the prices according to the price list for the Car Park for Passengers and Visitors are applicable to the same and the same are subject to payment conditions according to the mentioned price list for Car Park for Passengers and Visitors. For the avoidance of any doubt, aforementioned Vehicles are not allowed to enter the Car Park for Passengers and Visitors, regardless of the fact that they are subject to the terms of payment of the price list for the Car Park for Passengers and Visitors.

## 4. Responsibility of MZLZ

- 4.1 We are responsible for managing the Airport Car Parks with due diligence and our liability is limited as set out in Articles 4.2, 4.3, 4.4 and MZLZ has no responsibility towards you.
- 4.2 Unless expressly provided by the applicable regulations, we will not in any case be liable for loss or damage occurred to you, including, but not limited to damage caused to your Vehicle or loss or misappropriation of your Vehicle as well as damage to any of its accessories or any of its content while the Vehicle is in the Car Park of the Airport. Furthermore, we are not liable to any indirect or consequential losses including, but not limited to lost profits, loss of income, loss of data or loss of earnings.
- 4.3 In no case we will be liable for any consequences of force majeure event i.e. the consequences of event beyond reasonable control or influence of the Airport. For example, events such as: war or threat of war, riots, strikes, industrial disputes, terrorist threats or activity, natural or nuclear disasters, fire, epidemic, pandemic, adverse weather conditions, earthquake, volcanic eruption or ash cloud, technical problems, government regulations, closure or congestion of airport(s), and / or cancellation or changes of flight schedules by airlines and all other similar events beyond our control.
- 4.4 Please note that Airport Car Parks are accessible to public and MZLZ cannot prevent individuals from entering the Car park which are entering the Car Park trough official entrance and in accordance with the provision of this Terms and MZLZ shall not be responsible for conducts of such individuals which are entering the Car Park. Furthermore, MZLZ cannot guarantee the safety of your Vehicle, accessories or items left in your Vehicle, therefore parking of your Vehicle in the Airport Car Park is at your own risk.

# 5. The Airport Car Park Regulations

- 5.1 Upon entering all Car Parks, except the General Aviation Terminal Private Vehicle Car Park, you will receive a parking ticket. Please keep the parking ticket in a safe place (by avoiding placing the parking ticket next to the keys or mobile devices, in the sun and similar) since you will need the same in order to exit the Car Park, after you have paid for usage of the Car Park, whereas the payment shall be made in accordance with item 8 of these Terms.
- 5.2 Once you have entered the Car park, we do not guarantee that there will be any vacant parking space at any time.
- 5.3 Verifying the parking ticket at the automatic car park payment cashiers, regardless of parking duration, is subject to the payment of parking service according to the Price list.
- 5.4 In case of loss of your parking ticket, we reserve the right to check LPR system data and our security cameras in order to unmistakably determine the exact time of entry of your Vehicle into the Car Park and to consequently, in accordance with our finding, charge you the price corresponding to the time of your actual usage of the Car Park. In the event that it is not possible to definitely determine the exact time of your entry into the Car Park, the fee referred to in the Article 8 of these Terms shall apply.

- 5.5 When parking your Vehicle in the Airport Car Park and before leaving the Airport Car Park, you are responsible for doing the following:
  - (i) to lock your vehicle securely;
  - (ii) to completely close all windows and sunroof of your Vehicle;
  - (iii) to apply your handbrake properly;
  - (iv) to activate an alarm or immobilizer, if your Vehicle is equipped with one;
  - (v) not to leave any animal(s) or person(s) for whom you are responsible without supervision in your Vehicle;
  - (vi) to remove items in your Vehicle out of sight of passers-by, ideally by placing them in the drawers or closed trunk space of your vehicle.
- 5.6 MZLZ is not responsible for any theft or damage whatsoever caused to your Vehicle as stated in the Article 4 of this Terms, especially in the cases where those are result of your non-compliance with this Terms and Conditions.
- 5.7 MZLZ does not accept any valuables or other items from Customers for the purpose of storing them or any other purpose.
- 5.8 You are fully liable to us for any and all damage caused to MZLZ arising out as a consequence of your actions in Airport Car Park in accordance with positive regulations of the Republic of Croatia.
- 5.9 While using the Airport Car Park, you are obliged to drive safely and comply with all traffic rules and follow all traffic signals and instructions. Also, you must take care of your animals and persons who are under your responsibility and who shall at tall time be under your supervision after leaving your Vehicle and when walking in the Car Park, all pedestrians must comply with the traffic rules i.e. walking on the marked crosswalks and the same is expected by the persons who are under your responsibility.
- 5.10 We reserve the right to, without prior notice, remove any Vehicle within or outside the Car Park due to security and/or safety reasons, emergency issues and operational needs of the Airport, or when requested so by the competent authority or institution.
- 5.11 In cases where your Vehicle is parked in a way that (in our justified assessment) is unsafe and/or outside of a designated parking space at the Airport Car park and/or disturbs the free traffic flow inside or outside the Car Park and/or the Vehicle is parked in contrary to marked horizontal or vertical traffic restrictions/signs at the Car Park (or the Vehicle is parked in contrary to what has been communicated to you in any other way by the Airport's representative) we reserve the right to remove your Vehicle without prior notice at your expense
- 5.12 The following actions are not permitted in the Car Park ("Prohibited Activities"):
  - (i) providing Vehicle cleaning or repair services and providing any other services or performing any other business activities;
  - (ii) filling or draining of fuel tanks of your Vehicle;
  - (iii) harmful actions of any kind at any part of the Car Park and any abuse of the Car Park;

- (iv) parking outside of marked designated parking spaces or contrary to the instructions of an Airport representative;
- (v) driving within the Car Park outside of the marked roads and/or above the speed limits at the Car Park;
- (vi) making noise, including playing music loudly in a way that disturbs other Customers of the Car Park or Airport employees;
- (vii) filming or taking photographs for commercial or promotional purposes any part of the of the Car Park or any part of the Airport, as well as conducting market research (survey) or advertising without prior written consent of the MZLZ (Commercial and Marketing Division)
- (viii) using any facilities of a parked camper Vehicle, including, but not limited to the toilet, bathroom and kitchen;
- (ix) sleeping in your Vehicle.

In the case of performing of any of previously specified Prohibited Activities, MZLZ reserves the right to request the relevant user to pay the price for the use of the Car Park and to leave the Car Park immediately.

- 5.13 After payment of the parking ticket you are required to leave the Car Park within 15 minutes, unless shorter time is specified for a particular Car Park. For avoidance of any doubt, when using the Kiss & Fly Zone in duration of 10 minutes free (or less), or 29 minutes free (or less) for buses you are required to leave the Kiss & Fly Zone immediately after the verification of the parking card on the exit ramp of the Kiss & Fly Zone according to Article 6.2 of these Terms.
- 5.14 Usage of Car Park for Passengers and Visitors as well as Car Park for Tourist Coaches and Campers is allowed in maximum duration of 3 (three) months. Customers who have the need for use of the Car Park for period longer than specified maximum duration of 3 (three) months are obliged to contact us via following contact: <u>commercial@zag.aero</u> in order to agree on the use of the Car Park for such longer period i.e. for period longer than 3 (three) months. In the event that the Vehicle is parked longer than 3 (three) months, and the Customer has not notified MZLZ on the need for longer use of the Car Park, the same will be removed at the expense of the Vehicle owner if the owner of the Vehicle is known to the Airport. In the event that the owner of the Vehicle is not known to the Airport, MZLZ will remove the Vehicle at its own expense and free the Car Park, whereby MZLZ reserves the right to subsequently charge such removal Vehicle costs to the owner of the Vehicle. Furthermore, in the case of using the Car Park in period which exceeds allowed 3 (three) months period, the Customer will be charged together with the cost of removing the Vehicle also the amount of 22 € /165,76 HRK (where the price of the Car Park will not be included).

## 6. Specific regulations applicable only to Kiss & Fly Zone

6.1 Kiss & Fly Zone is located at the level 2 of the passenger terminal, in front of the departure zone of the passenger terminal, allowing the passengers and visitors to temporarily stop their Vehicles in the departure zone.

One stop in the Kiss & Fly Zone in a duration of 10 minutes or less, or 29 minutes or less for buses, is free every 60 minutes. Each subsequent stop in the Kiss & Fly Zone during the same 60-minute period will be charged from the first minute of entering the Kiss & Fly Zone according to Article 8 of

these Terms. For the avoidance of any doubt, the free minutes of using the Kiss & Fly Zone do not add up, and it will be considered that by entering the Kiss & Fly Zone for 10 minutes (or less) or 29 minutes (or less) for buses, the right to a free stop within one 60-minute period has been used. The condition for the right to use 10 minutes free or 29 minutes free for buses again is expiration of 60 minutes since the first exit from the Kiss & Fly Zone in which the minutes of the free stop were used (for example, first entry at 10:00:00 a.m., exit at 10:10:00 a.m., the new 60-minute period in which the right to use the free 10 minutes starts at 11:10:01 a.m. at the earliest).

In case the Customer uses the Kiss & Fly Zone more than 10 minutes i.e., 29 minutes for busses, usage of the Kiss & Fly Zone will be charged according to the valid price list counting from the first minute of entry into the Kiss & Fly Zone (including first 10 minutes i.e., 29 minutes for busses) in accordance with Article 8 of this Terms.

Customers are allowed to use the Kiss & Fly Zone for a maximum of 60 minutes per entry counting from the first minute of entering the Kiss & Fly Zone.

- 6.2 In order to qualify for up to 10 minutes of free stop i.e., up to 29 minutes for busses within one 60minute period in the Kiss & Fly Zone, you are obliged to verify the parking ticket exclusively at the exit ramp of the Kiss & Fly Zone. Verifying the parking ticket at automatic payment cashiers at the Car Park does not grant you up to 10 minutes of free stop i.e., free up to 29 minutes for busses, such verification is subject to payment of Car Park according to the pricelist i.e., counting from the first minute of entering into the Kiss & Fly Zone.
- 6.3 While the stopping in the Kiss & Fly Zone, the Vehicles shall not be left unattended at any time. Usage of the Kiss & Fly Zone for more than 60 minutes per individual entrance is not allowed. All Vehicles left unattended will be removed at the expense of the Vehicle owner if the owner of the vehicle is known to the Airport. If the owner of the vehicle is not known to the Airport, the Airport will remove the vehicle at its own expense and free the Kiss & Fly Zone, whereby MZLZ reserves the right to subsequently charge the Vehicle owner for any cost connected to such removal of the Vehicle.
- 6.4 In case of exceeding the permissible stopping time or stopping for more than 60 minutes, if the vehicle is supervised, MZLZ reserves the right to request the Customer to pay for the usage of the Kiss & Fly Zone and immediately leave the Kiss & Fly Zone, and if the Vehicle is unattended, the same will be removed at the Vehicle owner's expense If the owner of the Vehicle to be removed known to the Airport. In the event that the owner of the Vehicle to be removed is not known to the Airport, Airport will remove the Vehicle at its expense and free the Kiss & Fly Zone whereby Airport it reserves the right to charge the Vehicle owner any cost connected to such removal of the vehicle. Furthermore, in the case of stopping for more than 60 minutes, the customer will be charged, with the cost of removing of the Vehicle, a fee for exceeding the permitted stay in the Kiss & Fly Zone in the total amount of 22 € /165,76 HRK (where the price for usage of permitted maximum stop of 60 minutes will not be included i.e. which price will be charged separately).
- 6.5 If the Kiss & Fly Zone is used for more than 10 free minutes, or 29 free minutes for buses, after payment of the price for usage of the Kiss & Fly Zone on the automatic payment cashiers, you are required to leave the Kiss & Fly Zone within 10 minutes after payment. For avoidance of any doubt, in case of using the Kiss & Fly Zone for a free up to 10 minutes stop, or up to 29 free minutes of stop for buses (the first 10 minutes of stopping, i.e. 29 minutes for buses) you are required to leave the Kiss & Fly Zone immediately after the Verification of the parking ticket on the Kiss & Fly Zone exit ramp according to the section 6.2 of these conditions.

# 7. Specific Regulations Applicable only to General Aviation Terminal Private Vehicle Car Park

- 7.1 The General Aviation Terminal Private Vehicle Car Park is located in front of the General Aviation Terminal, which is physically located within the old passenger terminal allowing passengers and visitors parking of their Vehicles near the General Aviation Terminal ("GAT"). The usage of the parking at the General Aviation Terminal Private Vehicle Car Park will be calculated from the time of the entrance of the vehicle in the Car Park and charged in accordance with the section 8 of this Terms.
- 7.2 Upon arrival to the Car Park at GAT, you are obligated to report to the GAT Reception. Individual Customer is allowed to use the General Aviation Terminal Private Vehicle Car Park for a maximum period of 2 (two) months from the moment of registration at the GAT reception.
- 7.3 In case the Vehicle is parked for more than 2 (two) months in the General Aviation Terminal Private Vehicle Car Park, the same will be removed at the expense of the Vehicle owner if the owner of the Vehicle to be removed is known to the Airport. In case that owner of the Vehicle to be removed is not known to the Airport, Airport will remove the Vehicle at its own expense in order to free up the space in the Car Park, whereby MZLZ reserves the right to subsequently charge the Vehicle owner in relation to any cost connected to such Vehicle removal. In case of exceeding the allowed parking time of 2 (two) months on the General Aviation Terminal Private Vehicle Car Park the Customer will be charged a fee in the total amount of 22 € /165,76 HRK (which will not include the price of allowed parking for this Car Park ).
- 7.4 After the payment for the usage of the Car Park from this section, you have 10 minutes to exit the General Aviation Terminal Private Vehicle Car Park.

# 8. The Car Park Prices and Methods of Payment

# 8.1 Methods of payment:

Payment of the parking ticket for the use of the Car Park for Passengers and Visitors, Car Park for Tourist Coaches and Campers and the Kiss & Fly Zone can be made at the parking payment counter located on the ground floor of the passenger terminal (Parking Desk), automatic car park cahiers located at the exits from the Car Park or at automatic car park cahiers located:

- within the passenger terminal (in the Arrivals area of the passenger terminal ground floor),
- within the Car Park for Passengers and Visitors and
- in the Kiss & Fly Zone (next to the external elevator).

Previously specified automatic car park cashiers for payment of parking price in i) the passenger terminal, ii) within the Car Park for Passengers and Visitors, iii) the Kiss & Fly Zone accept cash (banknotes of 10, 20 EUR and coins of 50 cent, 1 and 2 EUR or credit cards (Diners, JCB, Maestro, MasterCard, VISA). Automatic car park cashiers at the exit ramps enable payment <u>only by credit</u> cards, namely Diners, JCB, Maestro, MasterCard and VISA.

When paying parking at the Parking Desk located on the passenger terminal ground floor level, you can pay by cash or credit cards (Diners, JCB, Maestro, MasterCard, and VISA).

Specifically, for the General Aviation Terminal Private Vehicle Car Park the following payment options are available: cash, Maestro, MasterCard, VISA and Diners Please proceeded to the General Aviation Terminal Reception for payment – contact: <u>generalaviation@zag.aero</u>

Please note that in case of payment for usage of the Car Park by credit card, depending on the authorization requirements of the card issuer, occasionally, you may be asked for your PIN authorization.

Invoice R-1 is issued ONLY by identifying yourself and showing your car parking ticket upon payment at the Parking Desk located on the ground floor level and by stating it in advance. **Retroactive issuance of Invoice R1 is NOT POSSIBLE.** 

Specifically, for the General Aviation Terminal Private Vehicle Car Park please contact the GAT Reception or <u>generalaviation@zag.aero</u>

If you lose your parking ticket, a charge of  $120 \notin /904, 14$  HRK non-reimbursable, will be charged in case when it will be impossible to determine precise entrance/exit times of the relevant vehicle in the Car Park.

8.2. Prices

## Car Park for Passenger and Visitors

Categories (stay time)	Rates EUR Incl. VAT	Rates HRK Incl. VAT
Up to 1 hour	3,50 €	26,37 HRK
2 hours	7,00 €	52,74 HRK
3 hours	10,50 €	79,11 HRK
From 3 to 6 hours	14,00 €	105,48 HRK
From 6 to 12 hours	17,50€	131,85 HRK
From 12 to 24 hours	21,00€	158,22 HRK
From 1 <sup>st</sup> day each additional day*	11,00€	82,88 HRK

Stated rates are actual parking prices, without promotional prices. Daily tickets are not available.

\* Day in the sense of these Terms represents the period of 24 hours from the exact time of entrance in the Car Park indicated on parking ticket. Each following day represents the next following period of 24 hours which began after the expiry of the previous 24 hours.

## The Kiss & Fly Zone

Categories (stay time)	Rates EUR Incl. VAT	Rates HRKIncl. VAT
Up to 10 minutes *	Free One entry within 60 minutes	Free One entry within 60 minutes
Up to 29 minutes *	3,50 €	26,37 HRK
Up to 59 minutes	8,00 €	60,28 HRK
After 60 minutes	Charge of fee for exceeding the allowed parking time in the amount of 22 € the Vehicle is removed at the expense of the owner in accordance with the provisions of these Terms	Charge of fee for exceeding the allowed parking time in the amount of 165,76 HRK the Vehicle is removed at the expense of the owner in accordance with the provisions of these Terms

\* Buses are allowed to stop for up to 29 minutes free. After expiry of 10 (ten) i.e. 29 (twentynine) minutes for buses the usage of Kiss & Fly Zone will be calculated in accordance with this pricelist from the time of the entrance in the Kiss & Fly Zone. In other words, this means that the vehicle will pay 3,50 €/26,37 HRK,, i.e. from 30 to 59 minute 8 €/60,28 HRK,,, while the buses will, from 30 minute until 59-minute pay 1 (one) hour of stopping i.e. 8 €/60,28 HRK, . Every subsequent stop at the Kiss & Fly Zone within the same 60-minute period will be charged from the first minute of entry into the Kiss & Fly Zone. For the avoidance of any doubt, the minutes of free use of the Kiss & Fly Zone do not add up, and it will be considered that with one entry into the Kiss&Fly Zone for a duration of 10 minutes (or less) or 29 minutes (or less) for buses, the right to free stop has been used within one period of 60 minutes,.

Stated rates are actual prices, without promotional prices. Day tickets are not available.

# The Car Park for Tourist Coaches and Campers

Categories (stay time)	Rates EUR including VAT	Rates HRK including VAT
up to 29 minutes	Free	Free
from 30 minutes up to 3 hours	10,50 €	79,11 HRK
from 3 hours up to 24 hours (Daily parking ticket) *	22,00€	165,76 HRK

Vehicles with a trailer, minibuses and camp vehicles, i.e. all vehicles longer than 6 meters and with height up to 288 cm high from the roadway/lane, and / or vehicles with more than 9 seats (including the driver's seat) and less than 55 seats , in addition to the Kiss & Fly Zone, use only the Car Park "Tourist Coaches and Campers", with application of the prices according to the prices specified in the table for the Car Park for Passengers.

\* DAILY PARKING TICKET is charged for each subsequent started period after the expiration of the previous 24 hours (provided that the first period of 24 hours is calculated from the entrance to the parking lot).

## **General Aviation Terminal Private Vehicle Car Park**

Price list available on the <u>link</u>.

## 9. Complaints

9.1 In accordance with provisions of the Consumers Protection Act, we hereby inform our Customers that they may file complaints, in written form, via the following means of communication:

- a) via B2C online Feedback Forms available on the link: <u>https://www.zagreb-airport.hr/putnici/trebate-pomoc/obrazac-za-prigovore-pohvale/211</u>
- b) via complaints form by scanning the QR code in the passenger terminal of Franjo Tuđman Airport;
- c) by email on: <a href="mailto:feedback@zag.aero">feedback@zag.aero</a>;
- d) in business premises via complaint forms that you can insert in the marked place in the passenger terminal of Franjo Tuđman Airport (2nd floor, Departures);
- e) or by post on the address: Međunarodna zračna luka Zagreb d.d., Rudolfa Fizira 1, HR-10410 Velika Gorica;

The Customers will receive the response to their complaint in the course of 15 days as from the date the complaint was received by MZLZ.

## 10. Privacy

MZLZ collects and processes personal data of all customers who use Car Park for Passengers and Visitors and Kiss & Fly Zone which are equipped with LPR system for the purpose of execution of this Terms whereas LPR system, all in line with Privacy policy – Personal data processing – Automated License Plate Recognition System <u>available on MZLZ's official web site</u>.