

MUSEUM UNDERGROUND GARAGE
GENERAL TERMS AND CONDITIONS

1. General provisions:

- 1.1 These General Terms and Conditions (hereinafter: “**GTC**”) contain the terms and condition of the rental agreement made by and between **Városliget Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság** (short name: Városliget Zrt. (registered address: 1146 Budapest, Dózsa György út 41.; registered at: Budapest Metropolitan Court of Registration, company registration number: 01-10-047989; tax number: 24819699-2-42) as the asset management company and operator of the Museum Underground Garage located in District 5, Budapest, registered under land registry no. 29732/11, and the User after entry into force of the GTC.
- 1.2 The personal scope of these GTC extends to the users of the Underground Garage, the users and operators of the vehicles and bicycles entering it, as well as to the employees and agents of Városliget Zrt. and to persons staying in the Underground Garage for any other purpose.
- 1.3 The territorial scope of these GTC extends to the whole area of the Museum Underground Garage located in District 5, Budapest, registered under land registry no. 29732/11.
- 1.4 The material scope of these GTC extends to the Contract between the Operator and the User.

2. Definition of terms

For the purpose and interpretation of these GTC, the terms listed in this Section 2 shall have the meaning defined herein.

- 2.1 “**Fee**” means the consideration to be paid by the User for the use of the Underground Garage in accordance with these GTC.
- 2.2 “**Garage Manager**” means the employee of the Operator who is responsible for maintaining order in the Underground Garage and for the proper operation of the parking equipment.
- 2.3 “**Motor vehicle**” means a motor vehicle intended for the carriage of passengers having not more than 9 permanent seats, including the driver’s seat; and a motorcycle, i.e. a vehicle without a two-wheel side-car classified as vehicle category L3e in separate legislation.
- 2.4 “**User(s)**” mean(s) any natural person who enters the Underground Garage by a Motor Vehicle or Bicycle or otherwise stays in the Underground Garage, or, if different, the operators of Motor Vehicles, including any legal entity and any other organization without legal personality.
- 2.5 “**Policy**” means the mandatory rules of use and traffic regulations published in the Underground Garage and on www.ligetbudapest.hu.
- 2.6 “**Bicycle**” means a vehicle with at least two wheels, powered by human power, assisted by an engine with a power not exceeding 300 W.

- 2.7 “**Bicycle storage**” means a heated room in the Underground Garage suitable for storing and locking 90 Bicycles, with a separate drive-off ramp, including washbasins, showers and changing rooms with lockers for men and women.
- 2.8 “**Highway Code**” means joint KPM-BM Decree 1/1975. (II. 5.) on the rules of road traffic.
- 2.9 “**Underground Garage**” means the part of the real estate located in District 5, Budapest, registered under land registry no. 29732/11, defined as the Museum Underground Garage, which is covered by the territorial scope of these GTC.
- 2.10 “**Parking Card**” means a card issued by the Operator at the entrance and exit of the Underground Garage, providing access to the Underground Garage after being read by the card reader next to the barrier, and ensuring payment of the parking fee at vending machines.
- 2.11 “**Contract**” means the rental and service contract concluded between the Operator and the User in accordance with these GTC, according to which the Operator is obliged to provide access to the User’s vehicle in the Underground Garage and the User is obliged to pay a Fee under these GTC.
- 2.12 “**Operator**” means Városliget Ingatlanfejlesztő Zártkörűen Működő Részvénytársaság.

3. Use of the Underground Garage

- 3.1 By entering or driving into the Underground Garage, the User automatically accepts the provisions of these GTC.
- 3.2 The Underground Garage is open 24 hours a day, every day of the year. The Operator is entitled to restrict or prohibit the use of the Underground Garage in whole or in part, if it is justified by the safety of persons and property (e.g. maintenance, repair, force majeure). After the event giving rise to the restriction or closure is over, the Operator shall immediately open the Underground Garage. The Operator excludes all liability for damages arising from the above restriction or closure, and the User is not entitled to any kind of damages.
- 3.3 The User must follow the instructions of the Garage Manager at all times.
- 3.4 The User may only use the Underground Garage with a vehicle that has the necessary and valid official permits and liability insurance required for participation in road traffic, and which is in a technical condition suitable for safe traffic.
- 3.5 The User of the Underground Garage must take a Parking Ticket at the entrance by pressing the button on the vending machine at the barrier before entering the Underground Garage. After pressing the button, the machine will issue a Parking Ticket, which the User is obliged to accept. By taking the Parking Ticket, a Contract is concluded between the Operator and the User for the use of 1 (one) parking space in the Underground Garage.
- 3.6 There is a barrier at the exit and entrance of the Underground Garage. Only one Vehicle can be driven in or out at a time under the open barrier. The User of the next Vehicle must wait until the barrier closes again after a Vehicle entering or leaving the Underground Garage. You can enter the Underground Garage after taking your Parking Ticket and opening the barrier.

- 3.7 During entry into the Underground Garage, the User must observe the rules, warnings, restrictions and prohibitions posted on the traffic signs at the entrances and exits in the Underground Garage area.
- 3.8 The User is free to choose from the currently available parking spaces in the Underground Garage, subject to the information signs posted in the Underground Garage (e.g. parking spaces reserved for disabled persons, electric charging stations, etc.).
- 3.9 The User must have the Parking Ticket on them even after parking their Vehicle. If the User loses the Parking Ticket or the Parking Ticket is damaged to such an extent that it cannot be used for leaving, the User can leave the facility for an additional fee of HUF 5000 that is, five thousand Hungarian forints.
- 3.10 The Underground Garage can be left via elevators or stairs. Users can go back to the Underground Garage from the surface in the same way.
- 3.11 There is a barcode scanner on the door at the elevators and stairwells in the Underground Garage leading to the surface, which opens after reading the barcode on the User's Parking Card. The door on the surface can also be opened after manually entering the number plate of the Vehicle. If the surface door does not open in any way, please contact the Garage Manager by pressing the call button on the barcode scanner.
- 3.12 You can drive out of the Underground Garage after paying the Fee, when the barrier opens. If the barrier does not open or the vending machine does not work properly, please contact the Garage Manager by pressing the call button on the vending machines. In such a case, the User is not released from the obligation to pay the Fee, except for the Fee for the duration of the service disruption.
- 3.13 After payment of the Fee, the exit barrier will automatically open for the Vehicle for 15 minutes after payment of the Fee. If the exit barrier does not open automatically, please insert your Parking Card into the vending machine next to the exit barrier. If the exit barrier still does not open, please contact the Garage Manager by pressing the call button on the vending machine.
- 3.14 The User acknowledges that the Operator is not required to keep an eye on the Vehicle and/or its accessories and does not take responsibility for any valuables kept in them.
- 3.15 Only one Vehicle can be parked in one parking space. The User acknowledges that if they occupy more than one parking space, they must pay an additional Fee of HUF 1500 / hour.
- 3.16 The User acknowledges that the Operator is entitled to change the parking space of their Vehicle within the Underground Garage if this is justified by an emergency or making an escape route free or for any other safety reason, with the provision that the Operator must notify the User of it as soon as possible.
- 3.17 The User must immediately notify the Operator – primarily through the Garage Manager – if they detect any abnormality or danger in the Vehicles parked in the Underground Garage, or in the equipment, walls, objects and devices located there.

4. Payment of the Fee

- 4.1 The User must pay a Fee for the use of the Underground Garage, which is shown on the website of the Operator (www.ligetbudapest.hu) and in the Policy.

- 4.2 The Fee must be paid before leaving the Underground Garage, either in cash or by credit card at the vending machines located in the Underground Garage.
- 4.3 According to the User's choice:
- the User can insert their Parking Ticket in the vending machine and pay the Fee. The vending machine will immediately return the Parking Ticket after payment of the Fee, which is now a ticket for exit;
 - The User can use the buttons of the vending machine, enter the registration number of the Vehicle and pay the Fee.
- 4.4 In the cases specified in point 4.3, the User has 15 minutes to leave the Underground Garage.
- 4.5 If the User does not leave the Underground Garage within the available 15 minutes, they must pay the hourly rate before departure according to the fee schedule published in accordance with point 4.1.
- 4.6 If you need a VAT invoice, you should select the receipt request option in the vending machine interface before payment, and then you should send the image of the receipt together with the billing data to the e-mail address szamla@ligetbudapest.hu. The User acknowledges that it is only possible to request a VAT invoice within 5 days from the day after the purchase. The User acknowledges that if the receipt is lost, the Operator will not be able to issue a new receipt.

5. Penalties

- 5.1 If the User or any other person staying in the facility disturbs the operation of the Underground Garage, violates its rules, endangers the safety of the Underground Garage, or performs any other activities that are not in accordance with the normal use of the Underground Garage, the Operator is entitled to order them to leave the Underground Garage. If the order to leave is unsuccessful, the Operator will notify the competent authorities and arrange for the removal of the person disturbing the order of the Underground Garage or the Vehicle endangering the safe operation of the Underground Garage, as well as for transporting the Vehicle to a public area at the expense of the User responsible for the irregularity. If the identity of the User cannot be established, it will be done at the expense of the owner or, if any, the operator of the Vehicle. The Operator is entitled to remove the Vehicle in accordance with the rules of the Highway Code, with the assistance of the police or the public space inspectorate.
- 5.2 The Vehicle will be removed in any case if the Vehicle is not parked in the designated parking space, thus obstructing traffic and entering or leaving the facility, or if it is parked in the Underground Garage for more than 180 days without payment.
- 5.3 The User must pay compensation for any damage caused by them in another Vehicle, the Underground Garage, its equipment and devices. The User must immediately report such cases to the Garage Manager.

6. Responsibility of the Operator

- 6.1 The Operator shall not be liable for any damage caused by fire, moisture, burglary, theft, accident, force majeure or similar external impact in the Vehicle and/or its accessories, or in any valuables kept in it. The Operator is not responsible for the conduct of any third party, in particular for injuries, vandalism, theft or burglary caused by a third party, whether or not the third party is legally staying in the Underground Garage. Any damage must be reported to the Garage Manager.

6.2 The malfunction of the technical equipment of the Underground Garage does not substantiate a claim for damages against the Operator.

6.3 The Operator is only liable for damages resulting from the failure of the structural elements of the Underground Garage or for damages intentionally caused by the Operator.

7. Responsibility of the User

7.1 Every User should use the Underground Garage at their own risk.

7.2 The User must compensate for the total damage caused by them.

7.3 The Underground Garage and its equipment must be used only for their intended purpose, with due care and caution.

7.4 The User must immediately clean any dirt and litter caused by them on the premises of the Underground Garage area, or dispose of waste at their own expense. If the User fails to comply with this obligation despite the express request of the Garage Manager, the Operator shall perform the cleaning task at the expense of the User.

8. Parking Pass

8.1 The GTC must be applied with the exceptions included in this section when purchasing a parking pass.

8.1. By paying the Parking Pass fee, the User will purchase a pass for parking their Vehicle in the Underground Garage. Based on the Parking Pass, the User is entitled to park in the Underground Garage.

8.2. The types and prices of parking passes are published by Városliget Zrt. on its website: www.ligetbudapest.hu

8.3. The User can purchase the Parking Pass at the vending machines installed in the Underground Garage. After payment of the fee, the machine will issue a receipt confirming payment of the parking pass fee and a paper-based Pass Card. The User can open the doors and barriers of the Underground Garage with the Pass Card.

8.4. According to their choice, the User can assign the registration number of their Vehicle to their Pass Card, after which the barriers of the Underground Garage will open automatically after reading the license plate of their Vehicle. The User should indicate this need to the Garage Manager.

8.5. The User must immediately notify the Operator of the loss, theft or damage of the Pass Card. The User must pay a penalty of HUF 5000, that is, five thousand Hungarian forints for the replacement of the Pass Card. The Operator is entitled to refuse to replace the Pass Card until the User pays the amount of the penalty for the replacement of a lost Pass Card. The Operator shall not be liable for any resulting damage and the User shall not be entitled to any compensation.

8.6. The Operator cannot reimburse the Parking Pass fee under any circumstances (e.g. for not using it).

9. Bicycle storage

- 9.1 The GTC must be applied with the exceptions included in this section when using the Bicycle Storage.
- 9.2 The Bicycle Storage can be used only after an annual pass (hereinafter: „**Pass**”) has been purchased. The User purchasing the Pass obtains the right to park one Bicycle in the Bicycle Garage 24 hours a day, every day of the year.
- 9.3 The Pass can only be purchased at the vending machines installed in the Underground Garage. By purchasing the Pass, a Contract is created between the Bicycle Storage User and the Operator. The Contract is concluded for a definite period of one year from the date of purchase of the Pass. By purchasing the Pass, the User accepts the provisions of these GTC as binding on them.
- 9.4 After purchasing the Pass, the vending machine will issue it in the form of a card. The User must have the Pass on them at all times. The Bicycle Storage can only be entered or exited with the Pass. There is a barcode scanner at the entrance door of the Bicycle Storage Room, which opens after reading the barcode on the Pass. The User is not entitled to allow third parties to enter or to bring an escort to the Bicycle Storage Room.
- 9.5 The User must immediately notify the Operator of the loss, theft or damage of the Pass. The User must pay a penalty of HUF 5000, that is, five thousand Hungarian forints for the replacement of the Pass. The Operator is entitled to refuse to replace the Pass until the User pays the amount of the penalty for the replacement of a lost Pass. The Operator shall not be liable for any resulting damage and the User shall not be entitled to any compensation.
- 9.6 The Operator cannot reimburse the annual Pass fee under any circumstances (e.g. for not using it).
- 9.7 The User is not entitled to bring third parties into the Bicycle Storage Room.
- 9.8 The User must comply with the provisions of these GTC and the Policy.