

## PARKING RULES AND REGULATIONS

### § 1

1. The regulations herein govern the rules of use of the unguarded, paid car park, hereinafter located at ul. Produkcyjna 105 A, 15-680 Białystok, referred to as Car Park that is under the management of the Bunasta LLC in Świecko, hereinafter referred to as Administrator.
2. The User of the Car Park is every natural person or every legal person actually using the Car Park ( person driving the vehicle at the time of entrance or at the time of departure from the Car Park or the owner of the vehicle )
3. The parking place is a designated place on the Car Park premises designed to be used for parking vehicles.

### § 2

1. By entering the Car Park premises a chargeable lease agreement shall be concluded under which the owner or the user of the vehicle by leaving the vehicle on the Car Park premises express wish to conclude the lease agreement, express consent for hereof agreement and shall pay determined price for parking vehicles and shall abide other terms and regulations stipulated in the hereof Regulations.
2. The parking place lease agreement expires with the user's departure from the Car Park.
3. Every user by entering the Car Park premises with the vehicle consents to the terms and regulations stipulated in the hereof Regulations and undertakes the obligation to comply with its provisions.
4. Users are entitled to leave vehicles only at the designed places apart from places identified by the Administrator as taken.
5. It is forbidden for other persons than users of the vehicles possessing valid parking permit referred to in article 8 section 3 Traffic Law Act displayed in a visible place behind the windshield of the vehicle, to leave vehicles at places identified as places designed for persons with disabilities.

### § 3

1. The Car Park is open round the clock, 7 days a week.
2. The Administrator shall have the exclusive right to decide on the closure and the opening of the Car Park within the time limits set by himself and also shall keep the exclusive right

to decide on temporary excluding the Car Park from usage or change the opening hours of the Car Park.

#### § 4

At the Car Park premises:

- a) Traffic rules specified in Traffic Law Act of 20th of June 1997 apply,
- b) It is forbidden do park vehicles outside designed parking places,
- c) It is forbidden to store tires, rubble, flammable materials, explosives and other substances that threaten human life and health and any other dangerous equipment or devices,
- d) It is forbidden to undertake repairs and maintenance work of vehicles ( including oil changes ), wash cars and other vehicles, litter, carry the livestock, drink alcohol, make noise, damage or destroy property of the Administrator,
- e) It is forbidden to leave trailers, semitrailers etc. on the parking, without previously agreeing it with Administrator and paying the fixed fee.
- f) The permissible speed limit at the premises of the Car Park shall be 10 kph
- g) After leaving the vehicle at the designed parking place, the vehicle shall be immobilized, have the ignition and lights switched off, and have windows, door and trunk closed; the user is obliged to turn all radio equipment left inside the vehicle off,
- h) The user of the vehicle on his own secures the vehicle from the theft.

#### § 5

1. Entry to the Car Park lot is granted through scanning of vehicle licence plate by a scanning device, after which the barrier arm is being opened.
2. The use of the Car Park is submitted to one –off charge or monthly charge. The amount of charges shall be specified in the price list that constitutes an appendix number 1 to the Regulations hereof.
3. Charges hereinbefore in paragraph 5 section 2 mentioned shall be incurred in the Bunasta LLC office each time before leaving the Car Park or monthly.
4. The amount of monthly charge shall be based on the specification attached to the invoice that shall be issued on the last working day of the calendar month and shall indicate the method of payment and term, the Administrator's bank account number and shall be forwarded via e – mail.
5. The Regulations together with the price list is publically available and is displayed in: the visible place, the premis where the customer service is performed and on website [www.bunasta.eu](http://www.bunasta.eu).

## § 6

4. The user shall be liable for any damage caused by the user towards the Administrator, other Users or towards third parties on the Car Park premises.

## § 7

1. The Administrator shall not be liable for any damage resulting from force majeure, theft, destruction or breakage of the vehicles located on the Car Park premises and also shall not be liable for any items left inside the vehicles or items constituting the equipment of the vehicles.

2. The Administrator's liability for traffic damages is excluded referring to vehicles and persons using the Car Park premises resulting from the actions on the part of the user or third parties.

## § 8

1. In the event of violating by the user the Regulations hereof, the Administrator shall be authorised to terminate without prior notice the lease agreement with the immediate effect and enforce any and all measures to reinstate compliance with the Regulations including disposing of the vehicle, trailers, semitrailers or other user's items from the Car Park.

2. In the event of situations stipulated in section 1 the user shall be obliged to pay contractual penalty in the amount of 100,00 PLN for every breach and to cover any and all costs referring to disposing of the vehicle, trailers, semitrailers or user's items from the Car Park and protection of the property and storage of the property until the vehicle shall be collected by the user.

3. Additionally the Administrator is entitled to dispose of the vehicle from the Car Park in the event of sudden and justifiable threat.

4. In the event of failure to pay the fee by the User, the Administrator keeps the right to enforce any and all measures in order to document the fact of concluding the parking place lease agreement and recovery any amount due on the basis of general rules.

## § 9

1. The inspection of fulfilling the regulations and rules of the the car park place lease agreement is spełniania warunków umowy najmu miejsca parkingowego shall be performed at the Car Park premises by the persons approved by the Administrator.

2. Users shall undertake the obligation to comply with any and all orders and instructions given by persons hereinbefore mentioned in paragraph 9 section 1.

## § 10

Any and all complaints and motions connected to the usage of the Car Park shall be filed in the building where customer service is performed.

## § 11

### **Information clause**

Pursuant to Art. 13 and 1-4 of the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 /EC (General Data Protection Regulation) hereinafter referred to as 'GDPR' we inform as follows:

The administrator of your personal data is Bunasta Sp. z o.o. (LLC) in Świeck with its registered office in Świecko 37 box no. 2, 69-100 Słubice, Poland, hereinafter referred to as the Manager.

#### **I. The purposes of processing your personal data and their legal bases:**

1. for the purposes of undertaking actions aiming at concluding the rental agreement of parking space and for the purposes of the performance of the agreement hereof (on the basis of Art. 6, section 1 item b of GDPR);
2. for the purposes of pursuing the legitimate interest of the Manager in the form of establishing, defending and exercising legal claims in order to operate the Manager's business, including statistics, keeping the contract register, for the archiving (evidential) purposes in pursuance of our legitimate interest of data protection in the event of legal necessity to prove facts, to prove the performance of the obligations (on the basis of Art. 6, section 1 item f of GDPR).

#### **II. We will store your personal data for a period of time necessary for the performance of the objectives specified in section I, i.e.:**

- in respect of undertaking actions aiming at concluding rental agreement of parking space and for the time period necessary to undertake actions aiming at concluding the agreement, and for the time period we are obliged to store the data pursuant to applicable provisions,
- in respect of performing the rental agreement of parking space which you have concluded – throughout the term of the agreement until the fulfillment thereof and settlement of payment and for the time period we are obliged to store the data pursuant to applicable

provisions, and for the time period necessary to secure any possible claims – in accordance with the limitation period specified in legal provisions,

- in respect of determining, defending and pursuing claims – for the limitation period specified in legal provisions and for the time period we are obliged to store the data pursuant to applicable provisions,

- for archiving (evidential) purposes in pursuance of our legitimate interest of data protection in the event of legal necessity to prove facts, to prove the performance of the obligations until the existence of legitimate interests of the Manager constituting basis for the processing mentioned herein, and for the time period we are obliged to store the data pursuant to applicable provisions.

### **III. At any time you are entitled to:**

- the right to submit an objection against the processing of your personal data, processed on the basis of Art. 6, section 1 item f of GDPR, indicated above in section I. We will cease to process your data within the scope referred to therein unless we are able to prove that there are important and legally justified grounds which are superior to your interests, rights and liberties or the data is necessary for us to determine, pursue or defend claims.

- obtain information on the processing of personal data,

- the right to demand access to your personal data, demand its correction, completion and change,

- limit the processing of the data,

- transfer the data,

- delete the data,

- the right to file a complaint to the Personal Data Protection Office [PL: UODO].

### **IV. We process the following data:**

- Your: image, name and surname, PESEL (Personal Identification Number), NIP (Tax Identification Number), REGON (National Business Registry Number), series and number of identification document with the indication of the entity that issued it, legal domicile/residence address, correspondence address, telephone no., e-mail address, telephone no., registration numbers of vehicles, name and surname, PESEL, NIP, REGON, series and number of identification document with the indication of the entity that issued it,

legal domicile/residence address, correspondence address of your employees and accompanying persons.

**V. Recipients of personal data:**

- Your personal data may be disclosed to the following recipients and recipient categories: entities exercising incidents of ownership, our partners with whom we cooperate while providing services, fulfilling obligations resulting from the law, entities performing postal or courier activities, entities performing payment vending activity, economic information bureaus, law firms, accounting firms, institutions, bodies, and entities entitled by the law, e.g. the police, tax authorities, the court, prosecutor's office, customs authorities, or our other subcontractors operating at our request (entities processing personal data in the scope determined by the Company).

**VI.** Providing personal data is voluntary; however, failure to provide personal data within the scope required by the administrator may result in refusal to perform services.

**VII.** The User of the Parking will enjoy the right to file a complaint to the Personal Data Protection Office if it is justified that personal data is processed by the administrator not in accordance with the General Data Protection Regulation of 27 April 2016.

