

## OPERATING RULES OF THE PARKING LOT AND SERVICES OF SMILE PARKING

(hereinafter "Operating rules")

### 1. Basic data

- 1.1. SMILE PARKING service offers parking of motor vehicles in the parking lot located on the border of village Tuchoměřice at the address U Špejcharu 504, 252 67 Tuchoměřice about 8 km away from the departure hall Terminal 1 and 2 Letiště Václava Havla Praha (hereinafter "Parking lot") with provided transportation of passengers and baggage from Parking lot to departure hall Terminal 1 and 2 Letiště Václava Havla and back (hereinafter "Parking service"). Transportation is carried out by minibuses of the Entrepreneur (hereinafter "Minibus"). The cost of transportation by Minibuses is included in the price of the parking service (hereinafter "cost of parking"). The pricelist of costs of parking is stated on the website [www.smileparking.cz](http://www.smileparking.cz) in section pricelist.
- 1.2. Operating time of Parking service – nonstop. Minibus can be reached on the Sky Limousine line +420 725 120 021. In case of any other trouble call the line 800 120 021.
- 1.3. Entrepreneur of the Parking service and administrator of the Parking lot is the company Smile Parking s.r.o. based U Špejcharu 504, Tuchoměřice, IČ: 09051368, DIČ: CZ09051368 ("Entrepreneur").
- 1.4. Parking lot is paid and secured. Parking lot is guarded by 24/7 service, electronic gates and monitored by CCTV recorders.
- 1.5. Only motor vehicles with valid registration mark whose technical condition fully meets the relevant legal regulations may enter the Parking lot.
- 1.6. By entering the Parking lot the Customers agree with the provision of these Operating rules. Drivers of motor vehicles moving on the premises of the Parking lot declare to be entrepreneurs or legitimate holders of these motor vehicles.
- 1.7. Customers are drivers of vehicles moving on the premises of the Parking lot and where it is clear from the nature of things also the driver's passengers.
- 1.8. Parking lot is the exclusive property of Entrepreneur and any kind of movement on it is possible only in accordance with the terms of these Operating rules.
- 1.9. Maximum length of parking is 3 months unless an extended period of time is expressly agreed with the Entrepreneur by an individual written contract. After exceeding of this time period the Entrepreneur of the parking lot is no longer responsible for damage on the parked vehicle in any case.
- 1.10. Reservation of parking spaces is possible via the website [www.smileparking.cz](http://www.smileparking.cz) and the website of the Entrepreneur's contracting parties.
- 1.11. Contracts for the provision of Parking services between the Entrepreneur and Customers are concluded through a parking ticket, parking check, parking check with payment in cash on the spot or through chip cards.
- 1.12. When concluding a Contract through a parking ticket the Customer takes a parking ticket from the ticket machine at the barrier when entering the Parking lot. The Contract is concluded by entering the Parking lot based on the given parking ticket. The legally binding Contract for the Entrepreneur and Customer is under the condition that the capacity of the Parking lot is not fully used up. In case the capacity of the Parking lot is fully used up the Customer is obliged to leave its premises within 30 minutes since entering. In case of exceeding of this time limit the Customer is obliged to cover the Cost of parking for one day.

- 1.13. To a Contract concluded through a parking check or parking check with payment in cash on the spot applies the adjustment referred to in the General terms and conditions of the Entrepreneur, published on the website of the Entrepreneur [www.smileparking.cz](http://www.smileparking.cz)
- 1.14. To a Contract concluded through a parking chip applies the adjustment agreed to in an individual written contract.
2. Rules for the use of the Parking lot
  - 2.1. When entering the Parking lot, moving on the premises, parking a motor vehicle and exiting the Parking lot Customers are obliged to respect these Operating rules, comply the signs on the Parking lot and follow the instructions of the Parking lot attendants, drivers of the Minibuses and other persons authorized by the Entrepreneur. Provisions of the act nr. 361/2000 Coll., on road traffic and the changes of certain acts (Road Traffic Act) apply fully on the premises of the Parking lot, as amended.
  - 2.2. Customers are obliged to ensure the continuity and safety of traffic on the premises of the Parking lot, observe warning signs and adjust their driving to current operating conditions of the Parking lot. Mostly, every Customer is obliged to keep the entry and exit communication vacant for other users of the Parking lot.
  - 2.3. Speed limit on the Parking lot is 20 km/h. Priority to the right applies on the Parking lot.
  - 2.4. Customers are entitled to park motor vehicles exclusively on the premises (spaces) designated by an authorized person of the Entrepreneur (“parking space”).
  - 2.5. When entering the Parking lot the Customer takes a parking ticket from the ticket machine located at the barrier or submits a parking check, parking check with payment in cash on the spot or a chip card to the machine and by that brings the barrier into operation. Customer remembers that the barrier closes immediately after every passing motor vehicle – simultaneous passing of two motor vehicles is prohibited and might lead to damage of the motor vehicles and the automatic operating system of the Parking lot.
  - 2.6. Driver of the parked motor vehicle keeps the parking ticket, parking check, parking check with payment in cash on the spot or chip card and hands it over to the attendants of the Parking lot before exiting the premises of the Parking lot.
  - 2.7. In case the Customers enters the Parking lot based on a parking check and exceeds the agreed parking time, he or she will be allowed to exit the Parking lot after the repayment of the additional Cost of parking.
  - 2.8. In case of loss of the parking ticket, parking check, parking check with payment on the spot or chip card, the Customer will be allowed to exit the Parking lot with his motor vehicle after the payment of the cost of parking (applies to parking ticket and parking check with payment on the spot) or the additional cost of parking (applies to parking check), processing fee for manual intervention in the automatic operating system of the Parking lot in the amount of 500 Kč and after handing over a registration certificate of road motor vehicle and trailer (i.e. small technical certificate), identity card or passport and a driver's licence which indicate the entitlement to dispose of the parked motor vehicle.
  - 2.9. Within 30 minutes after duly paid cost of parking (applies to parking ticket and parking check with payment in cash on the spot) or additional cost of parking (applies to parking check) under item 2.6, 2.7 and 2.8 of these Operating rules the Customer must exit the Parking lot with his parked motor vehicle, otherwise it is necessary to cover the cost of parking for one another day.
  - 2.10. When leaving the Parking lot, the parking ticket, parking check, parking check with payment in cash on the spot or chip card is to be put on the designated place of the exit stand and the barrier will open. In case of entering the Parking lot based on a parking check

and exceeding the agreed time of parking the barrier will open after the payment of additional cost of parking under item 2.7 of these Operating rules.

- 2.11. Motor vehicles signed out from the register of motor vehicles, vehicles obviously technically permanently unfit to operate and motor vehicles parked in the Parking lot for longer than 3 months, unless the parking has been agreed based on an individual written contract pursuant to item 1.9 of the Operating rules, shall be considered as vehicles obstructing traffic in the Parking lot.
  - 2.12. Entrance and parking of motor vehicles which do not meet the requirements of special legislation for road traffic, vehicles with fluid leaks or other technical defects is prohibited. In the event of damage caused by the poor technical condition of the motor vehicle the owner of the motor vehicle is obliged to pay a fine of 5 000 Kč and compensation of the caused damage.
  - 2.13. No persons, animals or substances that can cause damage or otherwise disrupt the use of the Parking lot are allowed to stay in the parked motor vehicles.
  - 2.14. Persons moving on the premises of the Parking lot are responsible for any damage their actions will cause to the Entrepreneur or third parties. The person responsible and the Customer are obliged to promptly inform the Entrepreneur and the Parking lot attendants about the caused damage mentioned in the previous sentence.
  - 2.15. Entrepreneur is not responsible for any loss or damage of objects left in the parked motor vehicles which the Entrepreneur has not taken over based on the transfer protocol.
  - 2.16. The Customer is obliged to secure the vehicle against theft, i.e. a vehicle he is abandoning, always properly lock the vehicle, close all windows and activate the security system that is a part of the given vehicle's equipment or one that is available to the Customer. It is prohibited to leave any jewellery, cash or other valuables in the parked vehicle.
  - 2.17. Before leaving the vehicle every Customer is obliged to make sure the vehicle's engine and lights are switched off.
  - 2.18. Entrepreneur's responsibility for any potential damage to the vehicle and its accessories is governed by legal regulation §435 of the Act no. 40/1964 Coll. in the Civil Code, as amended. The Customer is obliged to immediately notify the Entrepreneur and the Parking lot attendants about any caused damage to the vehicle and its accessories.
  - 2.19. Entrepreneur is entitled to, without the consent of the Customer, relocate the parked motor vehicle at its own expense for operational reasons to another parking place in the Parking lot. Entrepreneur is responsible for any damage caused by such occurred relocation.
3. Rules for the use of transportation
    - 3.1. Entrepreneur provides transportation of passengers and baggage by visibly marked Minibuses.
    - 3.2. Getting in and out of the Minibuses including loading and unloading of the baggage is to be carried out at a designated place, respectively at the place specified by the driver of the Minibus at the Parking lot and at the place designated for the Entrepreneur's Minibuses by the departure halls of Terminal 1 and 2 at Václav Havel Airport Prague.
    - 3.3. Place designated by the driver serves for getting in and out of the Minibuses (loading and unloading of baggage) by the Customer's vehicle.
    - 3.4. Customers who are under the influence of alcohol, narcotics and psychotropic substances, disrupt the attention of the Minibus drivers and those who pollute or might pollute the Minibuses may be excluded from the Transportation.

- 3.5. Drivers help with loading and unloading the Customer's luggage on request. Such each luggage must meet the weight limit of 20 Kg. The Entrepreneur is not responsible for damage caused by the driver to luggage exceeding this weight limit in any case.
4. On the premises of the Parking lot is prohibited:
- 4.1. Maintenance and repair of parked motor vehicles, refilling of operational fluids and fuels and manipulating with these.
- 4.2. Interior cleaning of parked motor vehicles, dumping and discarding of cigarette butts, cleaning of mud on parked motor vehicles and any other pollution of the parking places and the premises of the Parking lot.
- 4.3. Washing or cleaning of the bodywork and motor of the parked motor vehicles.
- 4.4. Furthermore from safety reasons it is prohibited for the Customers on the Parking lot:
- Moving on the Parking lot under the influence of alcohol, narcotics and psychotropic substances decreasing attention.
  - Smoking and using open fire
  - Staying in parked vehicles for a higher amount of time than necessary
  - Riding bicycles, scooters, roller-skates, skateboards or other vehicles (for example karts)
  - Allowing animals to run free (for example dogs without a leash, muzzle...)
  - Operating stalls or street sales, dealer activities and carrying out any political, assembly or manifest activities, including charity events.
  - Placing leaflets, banners, slogans, proclamations etc. including those fixed on the parked motor vehicles.
  - Begging, performing any dance, sleight, music or vocal production, running any other entertainment activities including betting, lottery or gambling.
  - Damaging devices of the owner of the Parking lot installed on the premises of the Parking lot.
- 4.5. In the event of a violation of obligations mentioned in this article of the Operating rules, the Customer is obliged to pay a penalty of 5 000 Kč to the Entrepreneur and to pay for the caused damage.

## 5. Extra Services

5.1. Customer who orders and then pays for any Extra Services (car wash, wet cleaning, cleaning of interior) at Smile Parking, agrees with filling out the transmission protocol and handing over his car keys. Necessary data for issue-free transmission of vehicle and its return to the Customer shall be filled out in the transmission protocol (transmission protocol is attached). The Customer acknowledges that he must come to the Parking lot well in advance, so that the parking and filling out of the transmission protocol does not compromise the departure to the airport. The Customer before paying and leaving the Parking lot checks the vehicle and the completed Extra Services and by signing the transmission protocol states, that he agrees with the completion of the Extra Services and has no reason to make any complaints.

5.2. In case of a complaint or any other irregularity, the Customer files the complaint in accordance with the Complaints Rules of the Smile Parking Company.

5.3. By paying for Extra Services, the Customer agrees that the personnel of Smile Parking will move the vehicle as needed.

## 6. Complaints

6.1. Complaints regarding services and products bought and completed by Smile Parking are in accordance with §13 Act nr. 634/1992, Coll. and the Complaints Rules of the Smile Parking Company.

### 6.2. Complaints rules:

- Customer has the right in accordance with §13 Act nr. 634/1992, Coll., to file complaints regarding services and products completed by and bought from Smile Parking. Customer files the complaint personally directly at the Parking lot Smile Parking, U Špejcharu 504, Tuchoměřice 252 67, by filling out the complaints protocol with the Smile Parking personnel, by telephone on the number 220 571 752 or via e-mail on the address [provoz@smileparking.cz](mailto:provoz@smileparking.cz)

- In this protocol, the Customer shall state his contact information and the reason for his complaint, he shall attach a document proving that his vehicle was parked at Smile Parking and that Smile Parking has taken over the responsibility for the vehicle for the time of the Parking period. Afterwards he shall sign the protocol and will be given a copy of it. In case the Customer files a complaint over the phone, he shall state an address which the Complaints protocol will be sent to. In the case of e-mail correspondence the statement will be sent to the Customer back on the e-mail address from which he filed the complaint.

- Final statement on the complaint will be made by a person authorized to do so within 5 workdays and latest within 30 workdays a reparation of the complaint will be negotiated. The Customer will be notified of the final complaint settlement either in writing, in person or by telephone. Authorized staff to take complaints are all staff whose task is to hear out the reason of complaint and properly write everything down.

- Executive staff of Smile Parking, authorized to do so by the Entrepreneur in writing, will review the Complaint and make a statement in writing within 30 workdays. He will hand over the statement to the Complaint to the Customer and will continue to negotiate a reparation of the Complaint with the Customer.

- Authorized persons for dealing with Complaints are, a person responsible for operations (Operations Manager) and the owner of Smile Parking.

- Attachment nr.1: Complaints protocol

## 7. Valet Parking

7.1. If a Customer wishes to use the Valet Parking Services, he agrees with the following procedure of transmission and the subsequent return of the vehicle to the departure hall of Terminal 1 and 2 Václav Havel Airport Prague. The Customer agrees with the absolute necessary transportation of the vehicle from the Václav Havel Airport Terminal to the Parking lot of Smile Parking and back. The customer takes full responsibility for the transmitted vehicle and by his order confirms that the vehicle is in intact and unbroken condition and that it is fully capable of operating and is therefore in accordance with the Roads Act. The Customer does not conceal any possible reality on the technical condition of the vehicle and does not conceal any facts that might be in conflict with the law. In case an employee of the Smile Parking Company is stopped by the state police, municipal police or customs services and receives a fine for poor technical condition of the vehicle, the Customer takes full responsibility and will pay for the given financial penalties. The Customer agrees with the transport and delivery of the vehicle from the airport terminal and acknowledges that the time needed for filling out the transmission protocol and handing over the vehicle will not compromise

the time of the Customer's departure. Furthermore the Customer will follow the instructions of the Smile Parking personnel and will not compromise the issue-free transmission of the vehicle.

7.2. The Customer agrees with handing over the small technical certificate and the green card to the Smile Parking personnel for the case they are subjected to a roadside check.

7.3. The transmission protocol is an identical document to the transmission protocol for Extra Services. It will be filled out on the spot when handing over the vehicle by the Terminal and will be signed by both sides. During the transmission, the vehicle will be photographed by Smile Parking personnel and the photos will be stored for the time necessary. Information necessary for the issue-free transmission and subsequent return of the vehicle to the Customer will be filled out in the transmission protocol (transmission protocol attached).

7.4. At arrival, the Customer states his desired method of payment so that the Smile Parking personnel is prepared for such method of payment at the departure of the Customer. The Customer will prepare the required sum.

7.5. In case of irregularities or reasonable suspicion for a complaint, the Customer files the Complaint as stated in the Complaints rules of Smile Parking. Complaints regarding services and products bought and completed by Smile Parking are in accordance with §13 Act nr. 634/1992, Coll. and the Complaints Rules of the Smile Parking Company.

#### 8. Final Provisions:

8.1. Minibus drivers, Parking lot attendants and/or other persons authorized by the Entrepreneur are, if considered appropriate, authorized to require explanation, request an appropriate penalty and other claims, prevent the departure of parked vehicles, if in doubt, or possibly expel the Customers from the Parking lot. That is in case those Customers are infringing these Operating rules.

8.2. The partial annulment of certain provisions of these Operating rules shall not affect the validity of the remaining provisions.

8.3. Entrepreneur is entitled to alter or modify the Operating rules in any way. The Operating rules are intended for all persons entering the premises of the Parking lot and are binding in the current effective version.

8.4. Illegal conduct of any person present on the premises of the Parking lot is handled based on notification to the police of the Czech Republic and other Criminal justice by the Entrepreneur.

8.5. Customers of the Entrepreneur expressly agree that all disputes arising in connection with the use of the Parking services will be finally decided by the Arbitration Court by the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic in accordance with its Rules and Regulations by one arbitrator appointed chairman of the tribunal.

8.6. Operating rules in this version become effective on the 1<sup>st</sup> of July 2013.