GENERAL TERMS AND CONDITIONS
of Fraport Twin Star Airport Management AD
(pursuant to Art. 298 of the Commerce Act)

for use of parking space for stay and parking of vehicles
in the public parking lot of Varna airport and
Burgas airport

(effective as of 29.12.2015)

General Provisions

These General Terms and Conditions constitute an integral part of the Agreement entered into between the COMPANY and the USER - for stay and parking of vehicles at the dedicated SPACES in the territory of Varna airport and Burgas airport /hereinafter referred to as the “Parking Agreement/ and upon signing the application for subscription USER shall explicitly state that a copy of these General Terms and Conditions has been provided to them and they are aware and accept these terms.

Parking Agreement includes these General Terms and Conditions and the application for subscription.

Should COMPANY and USER agree upon different terms and conditions in the Parking Agreement from those contained in the General Terms and Conditions, Particular Terms and Conditions are to be prepared and signed and which shall have priority in the relationships between the parties.

These General Terms and Conditions and their subsequent alterations will be published on the websites of Burgas Airport (www.burgas-airport.bg), Varna Airport (www.varna-airport.bg) and COMPANY (www.fraport-bulgaria.com). The COMPANY shall inform USERS of the effective alterations to the General Terms and Conditions. The altered Terms and Conditions shall come into effect as of the date of their publishing unless the USER immediately disagrees with them.

Particular Terms and Conditions to the Parking Agreement may be altered and/or supplemented only in writing, duly
в писмена форма, надлежно подписани от ДРУЖЕСТВОТО и ПОЛЗВАТЕЛЯ. ПОЛЗВАТЕЛЕТЕ, техните служители или наети от тях трети лица, съвързани с изпълнението на Договора, са длъжни да се запознаят и да спазват Кодекса за поведение на доставчиките на ДРУЖЕСТВОТО, публикуван на интернет страницата на ДРУЖЕСТВОТО http://www.fraport-bulgaria.com/.

Раздел I. ДЕФИНИЦИ

За целите на Общите условия и Договора за паркинг, освен ако контекстът изисква друго, посочените изрази ще имат следното значение:

“Летища” са летище Варна и летище Бургас.

“Летище Бургас” е съществуващото гражданско летище за обществено ползване, находящо се в град Бургас, определено за такова в съответствие с приложимото законодателство и което впоследствие може да бъде подновено, разширяно или модифицирано по друг начин.

“Летище Варна” е съществуващото гражданско летище за обществено ползване, находящо се в град Варна, което е изградено за тази цел в съответствие с приложимото законодателство и което впоследствие може да бъде подновено, разширяно или модифицирано по друг начин.

„Охраняема зона“ (Зона с ограничен достъп – ЗОД) – това е зона за сигурност на съответното летище, до която не се позволява пряк, неконтролиран достъп. Достъпът до тази зона е ограничен и се удостоверява с наличието на валиден пропуск. Право на достъп до ЗОД имат лица, които са преминали проверка за надеждност и имат технологична необходимост да присъстват в зоната. Достъпът до ЗОД се осигурява съгласно Раздел V. Правила за сигурност.

„Обществена зона“ (Общодостъпна зона) – това е зоната на съответното летище, в която са разположени всички стради и обекти, до които не се изисква достъпът да бъде контролиран.

“Срок на действие на Договора за паркинг” - Договорът е валиден за страните от датата на двустранното му подписване и е със срок на действие до договорената крайна дата на ползване на МЕСТАТА.

„Срок на ползване на местата” – включва периода от началната до крайната дата, договорени между ДРУЖЕСТВОТО и ПОЛЗВАТЕЛЯ за ползване на МЕСТАТА.

Section I. DEFINITIONS

Unless the context otherwise requires the following terms whenever used in these General Terms and Conditions and in the Parking Agreement shall have the following meanings:

“Airports” means Varna airport and Burgas airport.

“Burgas Airport” means the existing civil airport for public use, located in the city of Burgas, so defined in conformity with the applicable legislation and which might be renovated, expanded or modified in another way subsequently.

“Varna Airport” means the existing civil airport for public use, located in the city of Varna, built for this purpose in conformity with the applicable legislation and which might be renovated, expanded or modified in another way subsequently.

“Security Restricted Area/ SRA” means the security area of the relevant airport where no direct, uncontrolled access is allowed. The access to this area is restricted and is allowed with a valid pass card. Right to access the Security Restricted Area is granted to individuals who have successfully passed the background check and who are technically in need to access the area. The access to the Security Restricted Area is granted according to the provisions of “Section V. Security Rules”.

“Landside” (public area) means the area of the relevant airport where all buildings and sites are located and where no controlled access is required.

“Term of the Parking Agreement” means that the Agreement is binding for the parties thereto as of the date of its bilateral signing and its term is until the agreed expiry date of using the SPACES.

“Term of use of SPACE/S” means the period from the commencement date until the expiry date of using the SPACE/S, as agreed between the COMPANY and the USER.
“Parking Areas”– Depending on their purpose, the spaces for stay and parking of vehicles are grouped into several areas according to the effective “Rules for use of the spaces for stay and parking of vehicles at the public parking lot at Varna airport and Burgas airport” published on the website of Burgas airport (www.burgas-airport.bg), Varna airport (www.varna-airport.bg) and the COMPANY (www.fraport-bulgaria.com).

“Spaces”- dedicated areas within the landside of the airports and which are located within the individual parking areas

“Substantial Breach" means any breach of an article, relevant to the substantial contents of the General Terms and Conditions and the Agreement, committed by either party and which might have an essential unfavourable impact, no matter of factual or economic nature, on the performance of the General Terms and Conditions and the Agreement or on the capability of the parties to execute any of their obligations thereof, including in cases when the COMPANY and the USER have not eliminated the consequences thereon, if there are any, within the stipulated term.

Section II. RIGHTS AND OBLIGATIONS OF COMPANY

2.1. COMPANY shall provide USERS with access for using the spaces for stay and parking of vehicles at the public parking lots at Varna airport and Burgas airport in compliance with the General Terms and Conditions and the Pricelist, and considering the capacity and purpose of the areas. The access to the parking lots is granted via automated parking system /APS/ for managing and control.

2.2. COMPANY shall provide access and use for “prepaid subscription” which is a service of using the parking lots by the USER for a certain period of time by providing access to the parking lot territory through magnetic integrated information carrier /magnetic card/ issued by the COMPANY, unless otherwise provided for in Section IV.

2.3. COMPANY shall inform USER for any change with regard to organization of movement and parking in the territory of the Airports.
2.4. COMPANY shall have right to deactivate temporarily the magnetic card, in case USER does not adhere to the Parking Agreement. The card is to be reactivated within 1 day of remedying the breach.

Section III. RIGHTS AND OBLIGATIONS OF USER

3.1. USER has the right to use the service- subscription for parking in accordance with the General Terms and Conditions and Pricelist. To this purpose, USER shall file an application for subscription (according to a template) stating the company's data, type, site and time of subscription, the number of vehicles for which the subscription is needed, car registration number, make and model of each vehicle, mode and location of payment of the service and receipt of invoice, as well as statement of acceptance of the General Terms and Conditions and receipt of copy thereof.

3.2. USER shall pay the COMPANY the price of the service-parking subscription, according to the Agreement.

3.3. USER is obliged to store and keep from damaging the magnetic card. In case of loss of the access card (magnetic card), USER shall inform the company to reissue the magnetic card. Magnetic card will be reissued free of charge from the Company.

3.4. USER is obliged to follow oral and written instructions to the employees of the COMPANY in connection with the use of the service.

3.5. Having received the magnetic card for access, USER is obliged not to make it available to other natural or legal persons. USER shall use the issued card solely for the vehicle it has been issued for.

3.6. Upon expiry of the term of the relevant subscription, the USER shall return the magnetic card in the condition in which it has been received, taking into account normal wear and tear in result of its use.
4. Types of Subscription:

4.1. TRANSPORT SUBSCRIPTION— for tour operators or transport companies executing services of transportation/transferring passengers on organized trips to and from the respective airport

4.1.1. The subscription applies to all kind of transport companies executing services of transportation/transferring passengers on organized trips to and from the respective airport;

4.1.2. Vehicles using the service TRANSPORT SUBSCRIPTION shall have right to park and stay in the areas subject to TRANSPORT SUBSCRIPTION at the public parking lot of the respective airport, according to Scheme Appendix № 1 / № 2;

4.1.3. The spaces dedicated for buses and minibuses in front of Terminal 2 of the relevant airport shall be occupied no earlier than 1 /one/ hour before the hour displayed on the flight board for the respective flight;

4.1.4. Stay of buses and minibuses executing services of transportation/ transferring organized passengers is within the time required for loading/unloading of baggage and picking up/dropping off passengers;

4.1.5. In case waiting for passengers and/or baggage will be needed due to delays in take-off/landing, technical, weather and other objective reasons, the waiting bus or minibus shall be parked in a parking space/area indicated by an employee of the COMPANY.

4.2. COMMERCIAL SUBSCRIPTION— for companies that have commercial relations with the COMPANY

4.2.1. The subscription applies to corporate and/or personal cars of the staff of companies that have any commercial relationship with the COMPANY;

4.2.2. Vehicles using the service COMMERCIAL SUBSCRIPTION shall have right to park and stay in the areas subject to TRANSPORT SUBSCRIPTION at the public parking lot of the respective airport, according to Scheme Appendix № 1 / № 2.

4.3. RENT-A-CAR SUBSCRIPTION— for rent-a-car companies that have commercial relations with the COMPANY.

4.3.1 This subscription refers only to the vehicles of the companies which are in operation and are subject to their commercial activities;

4.3.2. Vehicles using the service RENT-A-CAR SUBSCRIPTION shall have right to park and stay in the...
4.4. ТАКСИ АБОНАМЕНТ- за фирми – търговски партньори на ДРУЖЕСТВОТО, осъществяващи търговска дейност „Извършване на таксиметров превоз“ в територията на ДРУЖЕСТВОТО.

4.4.1 Абонаментът се отнася само за оборотните транспортни средства, с които се осъществява търговската им дейност;

4.4.2. Транспортни средства, ползващи услугата ТАКСИ АБОНАМЕНТ имат право на паркиране и престой в зона за таксита на паркинга за обществено ползване на съответното летище, съгласно Схема Приложение № 1 / № 2;

4.4.3. ТАКСИ АБОНАМЕНТЪТ е безплатен на основание сключен договор за експлоатация на търговска дейност с ДРУЖЕСТВОТО;

4.4.4. За всяко доказано неправомерно предоставяне на средства за достъп (магнитна карта) на трети лица или други транспортни средства, различни от подаденото в Заявлениято, ПОЛЗВАТЕЛЯТ дължи на ДРУЖЕСТВОТО цена в размер на 100 лв. с ДДС.

4.5. АБОНАМЕНТ ЗА ПОЗИЦИОНИРАНЕ НА ОБЕКТИ - за фирми, които имат търговски взаимоотношения с ДРУЖЕСТВОТО и/или обоснована необходимост от услугата, areas of rent-a-car parking subscriptions for public use of relevant airport according to the Scheme Appendix № 1 / № 2;

4.3.3. Subscriptions may only be of the type "monthly";

4.3.4. The areas for vehicles using this subscription shall be shared by all USERS having right to this type of subscription;

4.3.5. Traffic organization entry/exit is given in details in the Instructions for entry/exit of the rent-a-car companies /Appendix №4/;

4.3.6. USER is obligated at any time to use the service RENT-A-CAR SUBSCRIPTION exactly for a number of vehicles the USER has filed a request for and paid for with the request submitted to the COMPANY;

4.4.4. This subscription applies only to the vehicles in operation and with which the commercial activity is performed;

4.4.2. Vehicles using the service TAXI VEHICLES SUBSCRIPTION shall have right to park and stay in the areas of rent-a-car parking subscriptions for public use of relevant airport according to the Scheme Appendix № 1 / № 2;

4.4.3. TAXI VEHICLES SUBSCRIPTION is free of charge pursuant to the Trade Activity Operation Agreement entered into with the COMPANY;

4.4.4. For any proven unlawfully granted means of access (magnetic card) to third parties or to any other vehicles different than those submitted in the application for subscription, the USER shall owe the COMPANY a fee to the amount of BGN 100.00, inclusive of VAT.
4.6. TRANSITING SUBSCRIPTION - for companies who have justified need of access to the security restricted area

4.6.1. This subscription applies to vehicles that have a valid pass from the Directorate General Civil Aviation Administration to access the security restricted area at the relevant airport;

4.6.2. Vehicles using the service of TRANSITING SUBSCRIPTION shall not have right to use spaces for stay and parking in the parking lots for public use of the relevant airport;

4.6.3. In the event that there is an operational need for a vehicle using this type of subscription to be parked in the parking lot for public use of the relevant airport, the USER shall pay for the service or pay the price due for the period of stay at the parking lot according to the current Pricelist or to buy a COMMERCIAL SUBSCRIPTION for the vehicle for the relevant period.

4.7. According to the duration of subscriptions, the subscriptions are divided in two types - MONTHLY and ANNUAL. The monthly subscription is valid always within the calendar month, AND the annual - within the calendar year.

Section V. FINANCIAL PROVISIONS

5.1. USER shall pay to the COMPANY the price for the provided service within the term and at the amount as stipulated in the Parking Agreement.

5.2. COMPANY shall issue tax invoices for the amounts paid under the Agreement, pursuant to the tax legislation in force and the terms and conditions of the Agreement. The tax invoice shall be sent to the USER’s correspondence address as stated in the Parking Agreement.

5.3. In case of delay of the payments under the terms and conditions of the Agreement, the USER shall owe the COMPANY a default over the outstanding amount equal to 0.2 % (zero point two per cent) per day, but not more than 20% (twenty per cent) thereof.
Section VI. SAFETY AND CONTROL OF USE

6.1 Parking spaces are accessed, occupied and vacated via adjacent service roads, in strict compliance with the Road Traffic Act and the Rules on the implementation of the Road Traffic Act, and with the vertical and horizontal road marking.

6.2. The approach to the entry/exit of the airports is carried out without delay. If there are any circumstances under which the vehicle is stationary on a road leading from or to the entry/exit of the Airport, regardless of the ability to move (even in case of failure) the same shall be immediately removed from the road by its driver and positioned in a location indicated by an employee of the COMPANY, and if necessary- shall be removed forcibly by the relevant services at the expense of the driver.

6.3. Vehicles shall be parked by strictly observing the marking and signage in the areas dedicated to the relevant type of parking or stay so as not to create difficulties in parking, stay, transiting and use of other means of transport using the areas at the same time, and the pedestrian.

6.4. Whenever the vehicles are parked, the braking mechanism must be set or they must be secured in a way to prevent the car from moving by itself.

6.5. In the parking areas it shall not be allowed:

i. parking of out-of-service vehicles and equipment;

ii. repair works;

iii. draining or filling the vehicles with fuel and lubricants and other hazardous fluids that can lead to spills, fires and others;

iv. warehousing or overloading of luggage, cargo, mail or other goods except for the needs of the tour operator activities;

v. pollution with foreign objects, storage of parts or equipment and spills of fuel and lubricants;

vi. destruction of the pavements and the road marking;

vii. storing or keeping dangerous goods and materials in the vehicles.
Section VII. CONTROL AND RESPONSIBILITY

7.1. COMPANY shall exercise control over compliance with these General Terms and Conditions of the parking lots for public use.

7.2. Having filed a request for subscription, every USER shall be considered to be acquainted with these General Terms and Conditions for using the spaces for stay and parking of vehicles in the public parking lots at Varna airport and Burgas airport and the same agrees to observe them.

7.3. Wherever improper parking or stay of a vehicle is ascertained, COMPANY shall inform the competent authorities (Border Police located at Varna/ Burgas airport) to take the appropriate actions within their competence. The latter does not prevent the COMPANY to claim for penalties through the court for caused damages.

7.4. In case of ascertained breaches of the provisions of Art. 6.5. herein, the COMPANY shall be entitled to demand from the relevant USER to immediately remedy such breaches, including to prevent the USER from passing through the exit before their remediing.

7.5. Should a breach is committed by an employee of the organization, operating in the territory of the airports (tour operator, taxi operators, trading activities operators- shops, restaurants and others, as well as a representative of the organization directly involved in the service activities and flight control (Bulgarian Air Traffic Services Authority, Directorate General Civil Aviation Administration, Ministry of Interior, etc.), the COMPANY shall sent a notification letter to the head of the organization whose employee has committed a violation. The letter shall contain information on the actions that have been taken or that will be taken by the COMPANY in respect of the breach.

7.6. COMPANY shall not be liable for damages attributable to the other drivers or third parties. COMPANY shall not be liable in case of encroachment on a vehicle and theft of a vehicle, damaging a vehicle or belongings stolen from a vehicle.

7.7. The driver of the vehicle shall be liable for any damages caused by him/herself or by accompanying persons to the COMPANY and/or to third parties, including pollution in the parking lot. The driver is obliged to immediately report to the COMPANY on the damages caused, BUT in any case before leaving the parking lot.
Раздел VIII. ВАЛИДНОСТ, ИЗМЕНЕНИЕ И ПРЕКРАТЯВАНЕ НА ДОГОВОРА ЗА ПАРКИНГ

8.1. Договорът за паркинг е валиден и обвързва страните от датата на подписване на заявлениято за абонамент от ПОЛЗВАТЕЛЯ и приемане на настоящите ОБЩИ УСЛОВИЯ.

8.2. Договорът за паркинг може да бъде изменен или допълнен само по взаимно съгласие между страните с писмено споразумение, под формата на двустранно подписан анекс, представляващ неразделна част от Договора.

8.3. Договорът за паркинг се прекратява:

8.3.1. с изтичане на договорения срок, като не се допуска автоматично подновяване на срока на договора;
8.3.2. по взаимно съгласие между страните, в писмена форма;
8.3.3. при възникнала оперативна необходимоност - едностранно от ДРУЖЕСТВОТО, след отправяне на 15-дневно писмено предизвестие до ПОЛЗВАТЕЛЯ.

Раздел IX. ФОРС МАЗОР

9.1. Страните не носят отговорност за неизпълнение на задълженията си по Договора за паркинг, ако неизпълнението се дължи на форс мажорни обстоятелства. "Непреодолима сила" e всяко непредвидено или неизбежно събитие с извънреден характер, което е настъпило след сключването на Договора за паркинг и което има за последица невъзможност за изпълнение на задълженията по Договора, включително, но не само война, независимо от това дали тя е официално обявена, революция, бунт, метеж, граждански безредици, тероризъм, саботаж, партизанска блокада, ембарго, природно бедствие, общ стачки, експлозия, пожар, наводнение, земетресение, природно явление.

9.2. Ако някоя страна е засегната от събитие, съставляващо непреодолима сила по смисъла на горното определение, тя изпраща в разумен срок писмено уведомление на другата страна за настъпилото на това събитие, в което посочва характера на събитието, съставляващо непреодолима сила, както и потенциалното му отражение върху Договора за паркинг.

Раздел X. ПРИЛОЖИМО ПРАВО И ДОГОВОРНА ПОДСЪДНОСТ

10.1. Приложимо право при тълкуването на Договора за паркинг и настоящите Общи

Section VII. VALIDITY, ALTERATION AND TERMINATION OF THE PARKING AGREEMENT

8.1. Parking Agreement shall be valid and shall bind the parties hereto from the date of signing the Request for Subscription by the USER and acceptance of these General Terms and Conditions.

8.2. Parking Agreement may be altered or supplemented only upon mutual consent between the parties via written agreement in the form of a bilaterally signed Annex, being an integral part to the Agreement.

8.3. Parking Agreement shall be terminated:

8.3.1. upon expiry of the agreed term, automatic extension of the term shall not be applicable;
8.3.2. upon mutual consent of the parties, expressed in writing;
8.3.3. if operational need arises- unilaterally by the COMPANY upon sending a 15/fifteen/-day written notification to the USER.

Section VIII. FORCE MAJOR

9.1. The parties shall not be liable for non–performance of their obligations as per the conditions of the Agreement, if the non-performance is due to force major circumstances. "Force Major" is every unforeseen or inevitable event with an extraordinary character which has occurred after concluding the Agreement and which has as a consequence impossibility to perform the obligations under the Agreement, inclusive of but not only war, whether officially declared or not, revolution, revolt, mutiny, civil disorders, terrorism, sabotage, partisan blockade, embargo, natural calamities, general strikes, economic dislocation, explosion, fire, flood, earthquake, natural phenomenon.

9.2. If any of the parties is affected by an event, being a force major in the sense of the definition given above, this party shall send within a reasonable time a written notification to the other party for the occurrence of this event stating wherewith the nature of the event, being a force major as well as its potential impact on the Parking Agreement.

Section IX. GOVERNING LAW AND CONTRACT JURISDICTION

10.1. Applicable law in the interpretation of the Parking Agreement and these General terms and Conditions shall be
условия е действащото българско законодателство.

10.2. Всички спорове ще се решават по пътя на преговорите, а при несъгласие между страните, спорът ще бъде отнесен за разрешаване от компетентния български съд – на основание чл. 117, ал. 2 от ГПК родово компетентния съд е в гр. Варна.

Section X. NOTIFICATIONS

11.1. The parties to the Parking Agreement shall address all notices amongst them, related to the subject of the Parking Agreement in writing and duly signed by the persons legally representing the tradesman.

11.2. The correspondence shall be deemed to be exchanged in writing as well if sent by fax or e-mail scanned in order to meet the requirement for signing the document.

11.3. In the event that any of the contracting parties changes their correspondence addresses referred to in the Parking Agreement without immediately informing the other party, the message or notification that have been sent to the addresses given above shall be deemed duly delivered.

Section XI. FINAL PROVISIONS

12. These General Terms and Conditions for conclusion, term and termination of the Parking Agreement for Varna Airport and Burgas Airport have been drawn up in Bulgarian and English languages. In case of discrepancy in the two texts the Bulgarian text shall prevail.

Section XIII. APPENDICES

§1. The following Appendices shall be part of and an integral part to these These General Terms and Conditions:

Appendix № 1 „Scheme of Varna airport– subscription“
Appendix № 2 „Scheme of Burgas airport– subscription“
Appendix № 3 „Pricelist of FTSAM AD for parking services at Varna airport and Burgas airport “
Appendix № 4 „Instructions for entrance and exit of vehicles with RENT-A-CAR SUBSCRIPTION Varna / Burgas Airport“