

Car Space Lease Agreement

General Terms and Conditions for Car Space Lease Agreement

Töölönkadun Pysäköintilaitos Oy offers parking space to its lessees at separately agreed charges.

In these General Terms and Conditions ("T&C") by lessor is meant Töölönkadun Pysäköintilaitos Oy (Business ID 2404222-1) or its lawful successor and by lessee is meant an individual or organisation who has accepted the lease agreement. By P-Töölö is meant the underground parking facility located at address Töölönkatu 23-25 in Helsinki. By parking space is meant an undefined space let to lessee in a certain area and/or floor of P-Töölö, as defined in the lease agreement.

1. Rights and duties of lessee

1.1 Lessee is aware and accepts that the parking spaces in P-Töölö are undefined by default. For contract lessees there is a defined area/floor for parking their vehicle(s), as agreed in the lease agreement and as defined by registrations number(s).

1.1a Lessee is responsible for its vehicle(s) which are parked in P-Töölö being appropriately insured.

1.2 Lessee commits to using the parking space(s) in accordance with the lease agreement and T&C and only for parking purposes. Lessee shall refrain from using other parking or other spaces in P-Töölö for parking even temporarily. Lessee shall follow separate pin code and other instructions on key usage.

1.2.1 If objects are stored in P-Töölö in conflict with this agreement, lessor has the right to remove or destroy them at lessee's expense.

1.2.2 Unnecessary idling of engines is strictly prohibited.

1.2.3 Repairing of vehicles, machinery and equipment in P-Töölö is strictly prohibited.

1.2.4 Washing of vehicles, machinery and equipment in P-Töölö is allowed, if there is a designated area for it.

1.2.5 Emission of oil and similar substances in P-Töölö is prohibited.

1.3 Lessee is liable for hindrance/damage caused to other parking space users.

1.4 Lessor defines the schedule for power output in the sockets which may be located in the parking space(s).

1.5 Charging points for electric and hybrid cars

1.5.1 Electric cars must not be charged using P-Töölö electricity, unless otherwise agreed in writing with lessor.

1.5.2 A separate term regarding the usage of charging spaces for electric/hybrid cars shall be included in the lease agreement with the lessor, authorising lessee to park in space(s) with charging point(s)

a) A fee for electric charging is levied to lessee in accordance with a specified price.

b) If lessee has contracted on using a space with electric charging, he/she may use another parking space, as long as it is in the agreed area.

c) Parking in spaces for electric charging for more than one (1) week is strictly prohibited. For such parking a monetary sanction may be issued to lessee.

d) Parking in electric charging spaces uncontracted or in conflict with the lease agreement is not allowed and will be fined 250 euro.

1.6 Lessee is liable for any out of the ordinary soiling of or damage to the parking space. Upon lessor's demand lessee is responsible for having the necessary cleaning done or for paying for it.

1.7 Lessee shall adhere to the regulations on usage and keeping order of P-Töölö, as well as to instructions on parking.

1.8 Lessee is entitled to exemption from payment or reasonable deduction of the rent for time during which the parking space is not usable, however, lessor is not liable to compensate for longer than two (2) months of such time.

1.9 The lease or possession of the parking space(s) is not, even in part, transferable by lessee to a third party. What is said here also applies to pin code or other key.

1.10 Lessee shall not allow others to have unauthorised access to P-Töölö.

1.11 Lessee shall immediately inform lessor of any changes in his/her details as entered into the lease agreement, especially in cases of termination of employment in corporate agreements.

1.12 Lessor provides information to lessee by communications in P-Töölö and/or by email to the address provided by lessee.

2. Lessor's actions and limitation of liability

2.1 During the term of the lease lessor is entitled to have service, maintenance, repair and alteration work performed on the property and in the facility. Lessor may, if necessary, restrict access to P-Töölö or part thereof and/or redirect the lessee to another parking area. Lessor shall strive to communicate about work causing essential hindrance or disturbance two (2) weeks prior. In such cases lessee has no right to cancel the lease.

2.2 Lessor is not liable for any damage caused to lessee's activity or property or to

third party property held in parking space(s), if caused by leakage, sewer blockage or similar.

2.3 Lessor is not liable for restrictions or other inadequacies in distribution of power, water and heat, in ventilation or in functionality of lifts, gates etc., nor direct or indirect damage caused thereof or by fire, water, soot, theft, criminal damage or similar, to lessee or property held in P-Töölö.

2.4 Lessor is not liable for damage caused to property in P-Töölö.

2.5 In case of force majeure lessor is not liable for fulfilling contractual obligations nor for compensating damage to lessee.

3. Payment of rent

3.1 The lessee is aware and agrees that the first invoice will be due immediately upon receipt of the invoice. The first rent must be paid before the start of parking

3.2 Payment of rent with the addition of the current value added tax shall be made no later than on the due date. If payment is delayed, lessee is obliged to pay late payment interest in accordance with the Finnish Act on Interest (Act 633/82) and a reminder charge. The payment term is 14 days net. Lessor is entitled to adjust the prices at the beginning of each invoicing period, in which case the raise is indicated in the next debit.

3.2.1 Lessee commits to make a direct payment notification to the bank and/or to accept the e-Invoice in lessee's digital banking. Alternatively, if lessor has defined the method of direct payment, the lessee acknowledges direct payment.

3.2.2 Lessee accepts that lessor may authorise a third party to carry out collection of any unpaid or delayed rent.

4. Expiry of the lease agreement

4.1 Notice shall be given by email or otherwise in writing. Non-payment does not constitute written notice.

4.2 Lessor is entitled to restrict lessee's access to P-Töölö and/or cancel the lease agreement with immediate effect, if lessee's rent is delayed by 2 months, if lessee has two months' worth of rent unpaid, if lessee repeatedly is late with rent payment or if lessee otherwise is in essential breach of contract. Lessor has the same right if lessee is under bankruptcy or debt restructuring proceedings or if it is evident that lessee's solvency is essentially deteriorated. In case of evident breach of contract lessor has the right to block lessee's vehicle(s) from exiting P-Töölö. The notice of cancellation is given either by letter or by email to addresses indicated in the lease agreement.

5. Right to cancel in telemarketing

5.1 In telemarketing situations lessee has the right to cancel the lease agreement by email or otherwise in writing within 14 days from making the agreement without declaring a cause.

5.2 If lessee cancels the lease agreement subject to clause 5.1. above, lessor returns any payments made, using the same payment method as lessee did, unless lessee agrees otherwise.

5.3 There is no right to cancel if the service has already been used.

6. Disputes

Any disputes arising from the lease agreement shall initially be resolved by negotiation. If no resolution is reached, the dispute shall be resolved by the District Court of Helsinki.

7. Confidentiality; data privacy

Lessor manages all information from its customers and co-operation partners in confidence and adheres to all data privacy regulation, in order to protect and keep confidential all private data. Lessor uses lessee's personal data, such as name, address, telephone number, personal ID/Business ID etc., in order to fulfill its obligations under the lease agreement, including e.g. credit checking, rendering services, administering accounts, customer service, invoicing and marketing (which encompasses automatic distribution to customers of data and offers and similar). When entering into the lease agreement, lessee accepts the above handling of personal data. Lessee has the right to obtain at no expense information on what personal data is collected and managed. Applications to amend and obtain information on personal data shall be transmitted to lessor in writing.

8. Acceptance of agreement

By entering into/signing the agreement, lessee commits to adhering to it and the T&C.