

Terms of Use for the use of the car park (P+R) at the Lublin Bus Station**§ 1**

1. Terms of Use for the use of car park (P+R) at the Lublin Bus Station, hereinafter referred to as the Terms of Use, define the rules for the organisation and use of the car park.
2. The following terms used in these Terms of Use shall have meanings as set forth below:
 - 1) P+R car park – a facility located within the Lublin Bus Station area, unguarded, intended for the parking of vehicles – cars, motorcycles and mopeds, with designated parking spaces, dedicated to public transport users, i.e. persons leaving their individual means of transport at designated parking spaces and continuing their journey by public transport;
 - 2) P+R parking space – an area designated within the P+R car park with vertical and horizontal signs intended for parking of a passenger car, motorcycle or moped;
 - 3) Operator – The Public Roads and Transport Authority of Lublin – a budget entity of the Municipality of Lublin;
 - 4) User – a natural person using a parking space in the P+R car park, i.e. a person driving a vehicle – a passenger car, motorcycle or moped, or in the absence of the possibility to determine the identity of the vehicle driver – a vehicle owner;
 - 5) parking period – a continuous period lasting from 4:30 a.m. until 2:30 a.m. on the following day, unless the Operator decides to temporarily suspend the operation of the P+R car park.

§ 2

1. The P+R car park is publicly available within the limits set out in the Terms of Use and the provisions of the Traffic Law Act of 20 June 1997 (Journal of Laws of 2021, item 450, as amended), 7 days a week, from 4:30 a.m. until 2:30 a.m. on the following day. From 2:30 a.m. until 4:30 a.m., maintenance works, and cleaning are carried out in the P+R car park.
2. Each User, by entering the P+R car park, accepts the provisions of the Terms of Use and undertakes to comply with these provisions.
3. In particularly justified cases, the Operator may decide to temporarily suspend the P+R car park from use without the User being entitled to any claims against the Municipality of Lublin or the Operator in connection therewith.
4. The P+R car park is not guarded, and neither the Municipality of Lublin nor the Operator shall be liable for any damage related to the theft of a vehicle or for any other damage resulting from the destruction or damage to a vehicle, as well as for items left in it or constituting its equipment.
5. The P+R car park is monitored continuously, especially in order to check the Users' compliance with the provisions of the Terms of Use.
6. The provisions of the Traffic Law Act of 20 June 1997 shall apply in the P+R car park (Journal of Laws of 2021, item 450, as amended), and Users are obliged to apply both the above-mentioned provisions and the marking of the P+R car park.
7. The P+R car park has designated places for people with disabilities, which can be used only by people with disabilities holding a parking card, as well as Users transporting people with disabilities with a valid parking card.
8. The liability of the Lublin Municipality and the Operator for traffic damage occurring in the P+R car park regarding vehicles and persons caused by the User or third parties is excluded.

§ 3

1. The condition for leaving the vehicle in P+R parking slot for one parking day is the possession of a ticket or another recognized form of confirmation for payment of a public transport fare on a given parking day or holding a right to free public transport, the validity period of which covers a given parking day.
2. Users who do not meet the condition set out in para. 1 are obliged to pay an additional fee of PLN 200.00 gross for each subsequent started parking day.

§ 4

1. After entering the P+R car park, the User is obliged to:
 - 1) use the P+R car park in compliance with its intended use;
 - 2) leave the vehicle in a P+R parking slot in such a way as not to obstruct the lines marking slots or bays;
 - 3) use the infrastructure and devices located in the P+R car park in accordance with their intended use and maintain proper order within them;
 - 4) secure the vehicle before leaving it, in particular:
 - a) switch off the vehicle engine,
 - b) secure the vehicle against spontaneous movement,
 - c) ensuring the proper functioning of the alarm systems installed in the vehicle so that alarm signals are emitted only in justified cases,
 - d) ensure that the vehicle does not leak operating fluids and lubricants that might contaminate the surface of the P+R parking slot,
 - e) switch off the radio equipment left in the vehicle;
 - 5) stay in the P+R car park only for purposes related to leaving or collecting the vehicle and waiting for a public transport vehicle;
 - 6) use the P+R car park in a way that does not hinder its use by other Users;
 - 7) secure the vehicle against theft or damage on your own, in particular by turning off the ignition, lights, closing the windows, locking the doors and the trunk;
 - 8) leave the P+R car park for the duration of maintenance and cleaning works from 2:30 a.m. to 4:30 a.m.
2. The following actions are particularly prohibited in the P+R car park:
 - 1) parking outside P+R parking slots;
 - 2) consuming alcohol and intoxicants;
 - 3) smoking tobacco;
 - 4) behaviour or activity contrary to the principles of social conduct or disrupting the use of the P+R car park;
 - 5) repairing, washing, vacuuming, refuelling vehicles, changing the oil in the vehicle;
 - 6) use of open flame;
 - 7) storage of fuels, flammable substances and empty fuel containers;
 - 8) leaving animals in the vehicle;
 - 9) littering;
 - 10) leaving car wrecks.
3. The following are strictly prohibited from entering the P+R car park:
 - 1) vehicles with a height of over 1.9 m;
 - 2) vehicles transporting flammable, corrosive, explosive and other similar materials and substances that may pose a threat to persons and property;
 - 3) vehicles with semi-trailers and trailers;

- 4) buses;
 - 5) heavy goods vehicles;
 - 6) tractors;
 - 7) cars with large format ads.
4. The user is responsible for any damage to the surface, infrastructure, and devices located in the P+R car park caused by the vehicle or resulting from the use of the P+R car park.

§ 5

1. The Operator carries out control and supervision over the Users' compliance with the provisions of the Terms of Use.
2. The control of compliance with the conditions set out in § 3 para. 1 of the Terms of Use consists in their verification by the designated employees of the Operator in the electronic system or on the basis of a confirmation in paper form presented by the User, at the request of the person inspecting.
3. If, as a result of the control, compliance with the conditions set out in § 3 para. 1 of the Terms of Use, the Operator shall issue a request for payment of the additional fee referred to in § 3 2 of the Terms of Use, indicating in particular the amount of the fee, the date and number of the Operator's account to which the payment should be made.
4. Failure by the User to pay the additional fee will result in the Operator pursuing its claims through legal action in court.
5. As part of the supervision of compliance with the conditions of use of the P+R car park, the Operator is authorised to:
 - 1) order the User to leave the P+R car park or change the place where the vehicle is parked in violation of the provisions of the Terms of Use, and in the event of the User's failure to comply with the order - to remove the vehicle from the P+R car park;
 - 2) remove the vehicle from the P+R car park if the User uses a P+R parking slot from 2.30 a.m. to 4.30 a.m.;
 - 3) remove the vehicle from the P+R car park in the event of necessity justified by security needs independent of the User's actions, especially as a result of a rescue operation being conducted.
6. When supervising compliance with the conditions for using the P+R car park and their enforcement, the Operator may use the help of security staff and appropriate services, including the Police.
7. In the cases referred to in para. 5 points 1 and 2, the User is obliged to cover the costs related to the removal of the vehicle and its protection and storage until its collection.

§ 6

Complaints and requests regarding the functioning of the P+R car park and the collection of an additional fee may be submitted at the registered office/to the address of the Operator, via the ePUAP inbox or to the e-mail address zdtm@zdtm.lublin.eu.