



INTEGRATED PARKING NETWORK IN BANJA LUKA



PARKING FACILITY RULES

JOINTLY ADOPTED BY

Market Services and Trade Company "TRŽNICA" LLC Banja Luka

"CITY MALL" LLC Banja Luka

"BEWO REAL ESTATE" LLC Banja Luka / "BEWO nekretnine" LLC Banja Luka

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IMPORTANT

By entering the parking facility, taking a parking ticket, or using the parking service, the user confirms awareness of these Rules, the applicable tariff, and the signs displayed at the facility.

I. GENERAL PROVISIONS

Article 1. Scope of the Rules

These Rules govern the conditions of entry, circulation, parking, payment, exit, safety, liability, incident handling, and other rules for using parking facilities operating under the common name Parkiraj BL.

These Rules constitute a joint general act of the operators listed in Article 2. Each operator adopts and applies a separate internal video surveillance policy for the parking facilities under its management.

Article 2. Operators and Parking Facilities

The following operators provide parking services within the Parkiraj BL system:

Operator	Identification Details	Parking Facility	Registered Office
"TRŽNICA" LLC Banja Luka	Tax ID 4400856610007 Registration No. 1-42-00	Tržnica East Tržnica West	4 Ive Lole Ribara Street 78000 Banja Luka
"CITY MALL" LLC Banja Luka	Tax ID 4404030430008 Registration No. 57-01-0175-16	Palata BL - Parking Garage	4 Ive Lole Ribara Street 78000 Banja Luka
"BEWO REAL ESTATE" LLC Banja Luka / "BEWO nekretnine" LLC Banja Luka	Tax ID 4403018280002 Registration No. 71-01-0148-09	Old Bus Station	Braće Podgornika Street, no number 78000 Banja Luka

Article 3. Nature of the Service

The parking service consists of making an available parking space temporarily available for a fee. The service does not constitute a vehicle custody or safekeeping agreement, and the operator does not take possession of the keys, custody, control, or continuous supervision of the vehicle or items left inside it.

The user independently operates the vehicle, selects an authorised available space, parks, locks and leaves the vehicle, and independently retrieves the vehicle upon departure.

The operators do not take custody of vehicle keys. The presence of barriers, employees, lighting, video surveillance, or number plate recognition does not convert the parking service into a vehicle custody service.

II. ENTRY, PARKING AND EXIT

Article 4. Entry to the Parking Facility

The user enters the parking facility by taking a parking ticket from the entry terminal. Entry may additionally be recorded by an automatic number plate recognition system.

The user must wait until the barrier is fully raised, proceed carefully, and must not attempt to follow another vehicle through the barrier without a separate entry record.

Article 5. Parking and Circulation

The maximum permitted speed at parking facilities is 20 km/h, unless a lower limit is indicated by traffic signs.

The user must park only within a marked parking space and comply with traffic signs, circulation directions, operator instructions, and the rights of other users.

Blocking an entrance, exit, barrier, passageway, fire access route, pedestrian area, or another vehicle is prohibited.

A vehicle may not occupy two or more spaces unless the operator expressly permits this because of the vehicle dimensions.

Accessible parking spaces may be used only by vehicles displaying a valid permit or other legally prescribed proof.

Spaces reserved for employees and tenants may be used only by authorised vehicles.

Article 6. Permitted and Prohibited Vehicle Categories

Passenger cars, motorcycles, vans, trailers, and recreational vehicles may enter, provided that their dimensions, weight, and manner of parking do not compromise safety, traffic flow, or other parking spaces.

Buses and goods vehicles are not permitted unless the operator issues specific written approval.

Article 7. Height Restriction

The maximum permitted vehicle height in the Palata BL parking garage is 2.20 m.

Before entry, the user must verify the total height of the vehicle, including roof racks, cargo, and accessories. The operator is not liable for damage caused by attempting to enter with a vehicle exceeding the indicated height restriction, except where liability cannot be excluded under applicable law.

There is no general height restriction at the other parking facilities unless a different restriction is displayed at a particular facility or passageway.

Article 8. Exit from the Parking Facility

Before exiting, the user must pay at the payment machine and follow the system instructions. Exit is enabled by reading the parking ticket or by automatic recognition of the vehicle registration plate.

After payment and opening of the exit barrier, the user must leave the parking facility without unnecessary delay.

III. PAYMENT AND PARKING TICKET

Article 9. Payment Method

Payment is made exclusively at payment machines, in cash or by accepted payment cards, in convertible marks (BAM). Payment to an employee, attendant, or any other person is not permitted.

The user must verify the amount, complete payment, and retain the parking ticket and payment receipt until leaving the parking facility.

Article 10. Lost or Damaged Parking Ticket

If a parking ticket is lost, destroyed, unreadable, or otherwise unusable, the user must contact the operator through the available support channel and, where possible, provide evidence of the entry time.

A charge of BAM 30.00 applies for each commenced day that the vehicle has remained in the parking facility where the parking ticket is lost or damaged, unless reliable operator records establish a different amount under the applicable tariff or mandatory law.

Before permitting exit, the operator may require identification of the user, vehicle details, and evidence of the right to use the vehicle.

IV. USER DUTIES AND PROHIBITIONS

Article 11. User Duties

The user must ensure that the vehicle is registered, insured, roadworthy, and safe to use.

After parking, the user must switch off the engine, apply the parking brake, leave the transmission in an appropriate position, close the windows, lock the vehicle, and activate available security devices.

Persons or animals must not be left in a vehicle without appropriate supervision.

Money, documents, electronic devices, and other valuables should not be left visible inside the vehicle.

The user must report without delay any malfunction, hazard, fluid leak, smoke, fire, or damage to equipment.

Article 12. Prohibited Activities

washing, repairing, servicing, or prolonged maintenance of a vehicle without the operator's approval;

transferring fuel or storing flammable, explosive, toxic, or other hazardous materials;

smoking or using an open flame in the garage;

commercial sale, display, or rental of vehicles;

conducting trade, repair, or other business activity without approval;

damaging barriers, machines, cameras, signs, installations, or other equipment;

unauthorised charging of electric vehicles or connection to parking facility installations;

any conduct that endangers persons, property, normal operations, or parking facility safety.

V. LIABILITY AND RISKS

Article 13. User Liability

The user is liable for damage caused by the user, the vehicle, passengers, cargo, trailer, camping equipment, or persons to whom the user has granted access, to the operator, other users, vehicles, facilities, or third parties.

If the user damages another vehicle or parking property, the user must stop immediately, report the incident, and provide accurate identification details.

Article 14. Limitation of Operator Liability

The vehicle and items inside it are left at the user's risk. The operator does not guarantee complete security of the parking facility or that every incident of damage, theft, vandalism, or other act of a third party will be prevented, detected, or recorded.

To the extent permitted by applicable law, the operators and Parkiraj BL are not liable for damage, loss, or expense that is not the direct result of their proven wilful misconduct, gross negligence, breach of a statutory duty, or other failure for which liability is imposed by mandatory law.

damage resulting from a collision, contact, or act of another user or third party;

vehicle theft, attempted theft, vandalism, or theft of items from a vehicle;

damage to tyres, glass, mirrors, bodywork, or equipment caused by a third party;

damage caused by improper parking, carelessness, inexperienced driving, or failure to comply with signs;

damage caused by a vehicle defect, unintended movement, leaking fluids, cargo, or accessories;

damage caused by hail, storm, flood, snow, ice, lightning, fire not caused by operator fault, or another force majeure event;

interruption of a barrier, payment machine, card terminal, ANPR system, electricity supply, internet connection, or external information system;

indirect or consequential loss, loss of profit, a missed meeting, journey, or other consequential damage, except where mandatory law provides otherwise.

LEGAL LIMITATION: Nothing in these Rules excludes liability that cannot lawfully be excluded in advance, particularly liability for wilful misconduct, gross negligence, or breach of a statutory duty.

Article 15. Damage Caused by a Third Party

A person who causes damage, including another user, driver, passenger, pedestrian, unknown person, or other third party, is responsible for that damage in accordance with law.

Within its legal authority, the operator may preserve relevant records and cooperate with the police, courts, public prosecutor, insurance companies, or other authorised entities, but does not undertake to identify the perpetrator or compensate the damage on the perpetrator's behalf.

VI. VIDEO SURVEILLANCE AND DAMAGE REPORTING

Article 16. Video Surveillance

All parking facilities covered by these Rules are monitored by video surveillance. Each operator regulates the purpose, scope, retention periods, access, extraction, and protection of recordings at the facilities under its management through a separate internal video surveillance policy.

Video surveillance is used to protect persons and property, control access, manage parking operations, and clarify incidents. It is not a vehicle custody service and does not guarantee that every area is covered, every event is recorded, or that a person can be reliably identified from a recording.

ACCESS TO RECORDINGS: Video footage and number plate recordings are not provided directly to users on the basis of an oral, telephone, or ordinary private request. Extraction, review, or disclosure is carried out exclusively pursuant to a lawful request from the police, a court, the public prosecutor, or another competent authority, or another authorised entity where a clear legal basis exists and the rights of other persons are respected.

Article 17. Procedure in the Event of Vehicle Damage

A user who notices damage to a vehicle must report the incident without delay and, where safe and possible, before leaving the parking facility, to the operator and to the competent authorities where the nature of the incident so requires.

The report must be sent to info@parkirajbl.com and include the parking facility, date and time, registration plate, parking ticket or reservation number, and a description of the incident.

The user should photograph the vehicle, the damage, and the surrounding area without compromising safety.

In the event of a traffic accident, theft, vandalism, or suspected criminal offence, the user should contact the police.

The user should notify the relevant insurance company without delay.

The operator may prepare an incident report; preparation of such a report does not constitute an admission of liability.

RECORDINGS IN THE EVENT OF DAMAGE: In a report, the user may request that relevant footage be temporarily preserved where technically possible and legally permitted. The footage itself is not handed to the user; it is disclosed only to competent authorities or another authorised entity on the basis of a valid request.

Article 18. Reporting Deadline

An incident should be reported immediately upon discovery. A delayed report may make it difficult or impossible to establish the facts, identify persons, or preserve recordings because of limited retention periods.

The operator is not required to retain recordings beyond the period set by the applicable internal video surveillance policy, unless a recording has been timely preserved because of an incident, a request from a competent authority, or legal proceedings.

VII. LONG-TERM PARKED AND ABANDONED VEHICLES

Article 19. Maximum Continuous Parking Period

A vehicle may not remain continuously in a parking facility for more than two months without the operator's prior written consent.

After two months, the operator may treat the vehicle as long-term parked and take steps to identify the user, notify the competent authorities, and arrange removal in accordance with law.

Article 20. Dangerous and Improperly Parked Vehicles

The operator may immediately restrict access to a vehicle, secure the area, and call the police, fire service, municipal service, or other competent authority where the vehicle poses a danger, blocks a passage, obstructs evacuation, or endangers persons or property.

The user bears reasonable and documented costs directly resulting from the user's unlawful or improper conduct where a legal basis exists.

VIII. TECHNICAL INTERRUPTIONS AND FORCE MAJEURE

Article 21. Malfunctions and Suspension of Operations

The operator may temporarily restrict entry, exit, or use of a parking facility because of malfunction, maintenance, works, power failure, telecommunications interruption, security threat, traffic accident, fire, flood, an order of a competent authority, or another justified circumstance.

The user must follow the instructions of the operator and competent authorities. The operator will take reasonable measures to enable safe exit and resume operations.

Article 22. Force Majeure

The operator is not liable for non-performance or delay caused by an event beyond its reasonable control whose consequences could not reasonably be foreseen, avoided, or overcome, including natural disasters, fire, war, civil disturbance, strike, epidemic, interruption of energy or communications, and action by public authorities.

IX. COMPLAINTS, OVERSIGHT AND FINAL PROVISIONS

Article 23. Complaints and Objections

Complaints, reports, and objections must be submitted to info@parkirajbl.com. The submission must contain sufficient information to identify the facility, vehicle, relevant time, and incident.

Parkiraj BL forwards the matter to the operator of the relevant parking facility. The operator maintains records and responds within the period prescribed by applicable law.

Article 24. Acceptance of the Rules

These Rules must be available on the Parkiraj BL website, and a summary of the rules, the tariff, and key notices must be displayed at the entrance or another visible location within the parking facility.

By entering the parking facility and taking a parking ticket, the user accepts these Rules, the applicable tariff, traffic signs, and the specific rules of the facility.

Article 25. Amendments

The operators may jointly amend these Rules to comply with legislation, technical changes, safety improvements, or changes in business processes.

Amendments are published together with their effective date.

Article 26. Governing Law and Severability

These Rules are governed by the applicable laws of Bosnia and Herzegovina and the Republic of Srpska.

If any provision is found invalid or unenforceable, the remaining provisions remain in force. The invalid provision will be replaced by a lawful provision that most closely reflects its intended purpose.

Article 27. Entry into Force

These Rules enter into force on [insert date], after adoption by the authorised bodies of all three operators.

Each operator applies these Rules at the facilities under its management and ensures that they are available to users.

ADOPTION AND SIGNATURES OF AUTHORISED REPRESENTATIVES

“TRŽNICA” LLC Banja Luka Authorised representative: _____ Signature: _____ Seal:	“CITY MALL” LLC Banja Luka Authorised representative: _____ Signature: _____ Seal:	“BEWO REAL ESTATE” LLC Banja Luka Authorised representative: _____ Signature: _____ Seal:
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Place of adoption: Banja Luka

Date: _____

INFORMATIVE SOURCES AND REFERENCE PRACTICES

This appendix is not a normative part of the Rules. It records the legal and professional references used for legal counsel and the adopting bodies.

Law on Obligations of the Republic of Srpska - in particular the principles of freedom of contract, professional diligence, liability for damage, and limits on contractual exclusion of liability.

Law on Personal Data Protection of Bosnia and Herzegovina (Official Gazette of BiH No. 12/25) and public guidance issued by the Personal Data Protection Agency of Bosnia and Herzegovina.

APCOA Parking (UK) Limited - Conditions of Parking: entry rules, parking tickets, vehicle locking duties, damage reporting, abandoned vehicles, ANPR, and limitation of liability.

Comparative practice of major European parking operators: clear display of tariffs and use rules, no assumption of vehicle custody, mandatory incident reporting, and separate regulation of video surveillance and privacy.