# Cooperation agreement



With regard to the provision of parking spaces, the following applies between the contracting parties

1. McParking Germany GmbH, Gebrüder-Hirth-Straße 27, 12526 Berlin, parking company with registered trademark as a limited liability company (hereinafter also referred to as parking operator or McParking), represented by the managing director: Dr. Till Bunse

and

2.

Travel agency

Company: [your company name will be inserted here]

Street: [your street will be inserted here]

House number: [your house will number be inserted here]
Postcode: [your postcode will be inserted here]
Town: [your town will be inserted here]
Country: [your country will be inserted here]

VAT ID number: [your VAT ID number will be inserted here]

**Bank details** 

Account holder: [your account holder will be inserted here]

IBAN: [your IBAN will be inserted here]
BIC: [your BIC will be inserted here]

**Contact details** 

First name: [your first name will be inserted here]
Surname: [your surname will be inserted here]

Tel: [your telephone number will be inserted here] Email: [your email address will be inserted here]

Email invoice dispatch: [your email address for invoices will be inserted here]

The following agreement is reached:

### § 1 business purpose

The travel agency refers customers to the car park operator at the locations it operates. The cooperation works as follows: McParking provides the parking spaces and shuttle service (return trip) in accordance with its general terms and conditions, and the travel agency refers parking customers in return.

#### § 2 Agency and commission: booking and payment terms

The travel agency arranges parking reservations with McParking and in return receives a commission of 15% gross from the monthly gross turnover of all bookings made under the partner number (agent ID). The partner's bookings are tracked in McParking's booking system so that the bookings arranged through its activities are visible and billable for both parties. A booking made by the travel agency is immediately entered into McParking's booking system, so that no further effort is required on the part of the travel agency. The prerequisite for recording is the use of the partner ID in the individual bookings. This is created individually. The parking fees are paid directly to McParking by the customer. As the booking is made via the travel agency's login on the McParking website, the travel agency will always book at the price valid at that time; in addition, periods that are already fully booked are taken into account without any further organisational effort.

McParking will invoice the commission in the first week of each month. Payment will be made by the 15th of the month following the billing period.

#### § 3 Service demarcation

The travel agency acts solely as an agent for parking space reservations in accordance with McParking's terms and conditions. All other services, such as parking space management, shuttle services, pricing, etc., are provided by McParking. Parking is subject exclusively to McParking's terms and conditions. McParking's terms and conditions are published online and can be viewed by customers and travel agencies at any time at <a href="https://mcparking.de/en/mcparking-general-terms-and-conditions">https://mcparking.de/en/mcparking-general-terms-and-conditions</a>

McParking reserves the right to cancel bookings made by travel agencies at short notice in the event of booking bottlenecks in order to avoid overbooking at locations. You can check whether spaces are still available at any time via the website.

Furthermore, confidentiality and protection of confidentiality regarding all internal business information, customer data, etc. between parties 1 and 2 shall be deemed agreed.

#### § 4 Changes to master data

Changes to the data provided in this agreement, in particular company details, contact details and bank details, can only be made by written notification to McParking. The travel agency cannot change this data independently in the booking system.

The travel agency undertakes to notify McParking of any changes immediately and in writing (e.g. by email). McParking will store the changes in the system after checking them and inform the travel agency of the update.

#### § 5 contract amendments

McParking reserves the right to change the terms of this agreement, including the commission rate, at any time. The travel agency will be informed of any changes by email at least four weeks before they come into effect.

If the travel agency does not object to the change in writing within two weeks of receiving notification of the change, the change shall be deemed approved and shall take effect at the specified time.

In the event of an objection, both parties shall be entitled to a special right of termination. Claims already incurred prior to the change taking effect shall remain unaffected by this.

## § 6 Termination

The agreement may be terminated by either party at any time with immediate effect. Bookings that have already been made in accordance with the terms and conditions will be processed by the car park operator.

## § 7 Data protection

The travel agency agrees that its data (travel agency name, street, house number, post-code, town, country, VAT ID number, account holder, IBAN, BIC, first name, surname, telephone number, email address) may be stored by McParking for billing purposes. The data will not be passed on to third parties. More detailed information can be found at <a href="https://mcparking.de/en/privacy-policy">https://mcparking.de/en/privacy-policy</a>

## § 8 Severability clause

The parties agree that if individual points are not admissible, the agreement shall nevertheless be fulfilled in a manner that comes as close as possible to the original intention.

The place of jurisdiction is Berlin.



## Note on digital contract conclusion:

This agreement becomes binding upon completion and submission of the online form and subsequent confirmation of registration by email (double opt-in). A handwritten signature is not required.

Berlin, xx.xx.xxxx