



PRIVACY POLICY

A video surveillance system is active inside the car park that is used exclusively for the purposes of the safety and protection of the management system's personnel and property, as well as verifying full respect for anything governed by these car park Regulations.

In addition, cameras are placed close to the emergency lanes, configured to record the license plate numbers of cars passing by. Should there be a breach of these general contract conditions, this information may be used to impose the fines laid by the Regulations on the transgressor.

Further information is available on the web page www.apcoa.it/privacy.html, including details of the Data Controllers (internal and external), concerning the safety and protection of persons as well as the application of the fines laid down by the Regulations.

CAR PARK REGULATIONS

GENERAL CONTRACT CONDITIONS UNDER ARTICLE 1341 OF THE CIVIL CODE FOR THE PUBLIC OFFER UNDER ARTICLE 1336 OF THE CIVIL CODE OF THE CAR PARK SERVICE

Article 1

The General Contract Conditions of these Car Park Regulations govern the relationship of a private nature between the user and operator of the car parking service.

Art. 2

By taking a ticket for the car park, you agree to enter into a contract for the parking service inside the APCOA facility pertaining to the rental of an unsupervised parking space.

Storage and protection of the vehicle and the items contained within are NOT covered by this contract.

Anyone intending to park their car for purpose of secure "storage" is obliged to give direct notice of this to APCOA personnel, and to provide the personal data of the person who will pick up the vehicle, in addition to the information about the car (model, colour, licence plate, name of owner): in this case, an additional charge will be made of €20 a day.

By parking a vehicle in the car park areas managed by APCOA Parking Italia S.p.a., the user enters into a tacit car park contract with the operator of that car park service, for which the General Contract Conditions in accordance with these Regulations apply, which is provided as an offer to the public under article 1336 of the Civil Code.

Article 3

The charges are publicly displayed at the entrances, at the Booth /Cash desk and at the automatic pay stations.

Article 4

With the exception of authorised subjects, parking is only allowed inside the P1 multi-storey car park.

When parking outside the P1 multi-storey car park, users are kindly requested to pay attention to the different fees that are applied.

Article 5

Emergency Services that use the car park, subject to the validation of the ticket at the Emergency Services reception, may park at no charge in the area designated for the purpose for a maximum period of two hours. However, the Emergency Services that use the car park may be asked to show documentation stating the date and time of entry to the designated area for the purpose of checking that this dispensation is used only by those with the right to do so.

A user equipped with a Telepass device who intends to take advantage of the concession referred to in this article must cover up/remove the aforementioned device in order to avoid any Telepass S.p.A. charges for parking as a consequence of failing to cover and/or remove the respective equipment.

Article 6

Users entitled to concessionary parking under article 11 of the Presidential Decree of 24.07.1996 No. 503 (reserved parking for the disabled), before leaving the car park, must present a ticket at the manned payment booth stating the time of entry to the car park and the documents proving the condition of disability (a pass issued by the municipality of residence and the identity document of the entitled person).

A user equipped with a Telepass device who intends to take advantage of the concession referred to in this article must cover up/remove the aforementioned device in order to avoid any Telepass S.p.A. charges for parking as a consequence of failing to cover and/or remove the respective equipment.

In the event the spaces reserved for the disabled are occupied without the aforementioned pass being displayed, or the use of that pass by those not entitled to do so, the applicable legal regulations will be enforced.

Article 7

The use of the emergency lanes reserved for authorised vehicles by unauthorised vehicles is prohibited. In the event of unauthorised use, a penalty of €30 will be applied.

Should a customer in possession of an appropriately paid ticket unwittingly cross one of these lanes, the penalty will be reduced to 5 euros if paid at the manual till within 60 minutes, otherwise 15 euros will apply.

Article 8

Operators assigned to the detection of breaches under the preceding article 7 of these General Contract Conditions do not in any way carry out civic duties.

The penalties under the aforementioned article 7, applied in accordance with article 1382 of the Civil Code - "Effects of the penalty clause", do not therefore constitute civil penalties and are not subject to the regulations laid down for the latter by the Highway Code.

Article 9

The customer must park his/her vehicle in the appropriate parking bays in compliance with the horizontal and vertical parking signs and, in any event, in accordance with the instructions of the car park operator's personnel. The vehicles of customers, who have parked incorrectly, in a position that blocks the flow of traffic in the car park, or simply outside the appropriate parking bays, may be removed by tow truck, for which they will be charged.

Article 10

Every parking space must only be used for parking a single motor vehicle. If a car straddles two parking spaces, the customer will be obliged to pay double the charge.

Article 11

The rules regulating the circulation of vehicles must be observed in the car park. The customer is obliged to scrupulously observe the signage and all the legal regulations.

Inside the car park, it is mandatory for circulation to be conducted at a “walking pace”.

Specifically, it is absolutely forbidden to:

- 1) smoke or use fire or naked flames;
- 2) unload and store objects of any kind, especially if flammable;
- 3) refuel, repair, carry out an oil change, wash vehicles, recharge batteries, accumulators etc. and generally carry out any maintenance operation on the vehicle;
- 4) leave the motor running and honk the horn;
- 5) park vehicles with leaks or other defects that could cause damage to the car park;
- 6) park vehicles without proper licence plates or authorised replacement plates;
- 7) to enter and park vehicles fuelled by liquefied petroleum gas (L.P.G.), with the exception of vehicles equipped with safety systems that comply with the Regulation ECE/ONU 67/01, which are allowed to park on the above ground floor and the first underground floor of the car park;
- 8) park a vehicle in transit areas or in front of safety exits;
- 9) enter/leave the car park with vehicles that exceed the maximum height shown at the access points.

Art. 12

Payment of the charge is carried out at the manned or automatic pay machine before picking up the vehicle; the time available between payment of the fee and leaving the car park is 15 minutes.

The penalties laid down by articles 7 and 10 may be paid to post office current account no. 28901254 or to the current bank account IBAN IT43 H076 0111 5000 0002 8901 254 in the name of APCOA Parking Italia spa, indicating the penalty number and the car's licence number.

Payment of penalties after 15 days will lead to a further charge of €15 for costs associated with the administration of this additional delay.

Art. 13

In the event the ticket is lost, an amount equal to two days' parking must be paid, calculated on the basis of the fees currently in force at the car park, without prejudice to the option, for both parties, of proving that a greater or lesser amount is due for the actual period of parking. The outcome of this assessment may therefore be an increase or reduction of the amount owed.

It remains understood the amount due in the event of the loss of a ticket may not, in any event, be less than € 5.

Art. 14

In the event of the application of a contractual penalty, APCOA undertakes to send an initial notification letter within and no later than 90 days from the violation. In the event of non-payment, APCOA reserves the right to appoint a lawyer who will send, within and no later than 75 days from the aforementioned period, a letter of warning of default with an additional charge of 50 euros as a contribution to legal costs. Failure to observe the aforementioned periods will lead to the forfeiture of APCOA's right to collect the contractual penalty and the additional amounts requested.

Art. 15

The user who enters the parking area by means of the automatic parking payment system with Telepass, must carefully read the rules and regulations for the use of Telepass to pay for parking, available on the Telepass website. In regard thereto, the user will acknowledge that APCOA will not be a party to the contractual relationship between the user, holder of the Telepass subscription, and Telepass S.p.a. for the payment of services offered to the same user.

Art. 16

The car park area and the associated equipment must be used with care; the customer will be charged for any damage caused due to improper use.

Art. 17

The customer must abide by the instructions and requests of APCOA personnel or those appointed by the company in order to allow parking operations to be carried out promptly.

Art. 18

Any claims for damage must be proven and, if possible, shown to APCOA personnel before leaving the car park with the vehicle.

Art. 19

In the event of failure to accept the conditions described in these the General Contract Conditions of these Regulations, the vehicle will be allowed to leave the car park without payment of the fee as long as this is done without delay and, in any case, within 20 minutes.

Art. 20

Without prejudice to the right of defence and the remedies, including judicial, laid down by the law for their protection, users may contact the call centre of APCOA Parking Italia S.p.A. for any clarification, information or complaint from 9 a.m. to noon on the following telephone number: 0376 345000 – extension 4. It is also possible to send written communications to the following address: the registered office of the company located in Mantova, Via Zanellini no. 15 – fax no. 02-57760153 – email address: controllo.sosta@apcoa.it.