

CAR PARK REGULATIONS

GENERAL CONTRACTUAL CONDITIONS UNDER ARTICLES 1336 AND 1341 OF THE CIVIL CODE CONCERNING THE AREAS SUBJECT TO PAYMENT

In force from 14 September 2016

1. These general contractual conditions govern the private contractual relationship between the user and the provider of the car park service APCOA Parking Italia S.p.A. with registered offices in Mantua, Via Renzo Zanellini no. 15 – VAT no. 01578450205 – PEC address apcoa.parking.italia@pec.wt4.it.
2. The subject of this contract is the provision by APCOA Parking Italia S.p.A. of a car park space in areas managed by APCOA Parking Italia S.p.A. upon payment of a fee. Storage and protection of the vehicle and the items inside are NOT covered by this contract.
By leaving a vehicle in the areas of paid parking managed by APCOA Parking Italia S.p.A., the user enters into a parking contract, governed by these general contractual conditions, provided as an offer to the public under article 1336 of the civil code.
3. All the areas divided by markings into blue-coloured bays are subject to payment by the hour, which must be paid in advance at the time of the start of the parking period.
The fees and the paid time bands are displayed on every parking meter and upright sign.
4. The parking ticket must be collected at the operator present in the parking place and displayed in a clearly visible position on the vehicle's dashboard. Failure to display the ticket, or displaying it in a way that does not enable it to be read, will lead to the assumption that the fee has not been paid.
5. In the case of partial payment for parking – for a ticket that has expired – a contractual penalty of €7 (for confirming non-payment) will be applied plus an amount equal to the hourly fee for every hour or part thereof of unpaid parking; in the case of failure to pay for parking, a contractual penalty of €22 will be applied (equal to € 7.00 for confirming non-payment and €15.00 for non-payment of an entire day) for every day of parking, or part thereof. In both cases, the penalties applied include reimbursement of the costs sustained in confirming avoidance of the parking fee.
6. In the case of vehicles already present before the starting of paid parking indicated on the vertical sign, the user must regularise the parking by collecting the ticket from the car park operator on site within thirty minutes from the aforementioned start time. Failure to bring the parking in order within that period will lead to the application, for every day of parking or part thereof, of a contractual penalty of €7.00 (for confirming non-payment) plus an amount equal to the hourly fee for every hour of unpaid parking or fraction thereof. The penalties applied include reimbursement of the costs sustained in confirming the unpaid fees.
7. Payment of contractual fines can be made directly to the APCOA operator in the parking areas, by postal order to the post office current account no. 28901254 or, alternatively, by bank transfer to IBAN code IT43 H076 0111 5000 0002 8901 254 in the name of Apcoa Parking Italia S.p.A., indicating the number of the penalty and the car's number plate, or by credit card in accordance with the instructions given on the website www.controllososta.apcoa.it, in the days following verification.
8. Payment of contractual fines later than 15 days after the violation will lead to a further charge of €15 for costs associated with the administration of this additional delay.

9. In the event the preconditions for the imposition of the contractual fine apply, APCOA Parking Italia S.p.A. will send to Poste Italiane the information required to draw up and send the first demands for payment within 90 days of the violation. Failure to comply with this procedure will lead to the forfeiture of APCOA Parking Italia S.p.A.'s right to collect the contractual fine and the additional amounts requested. In the case of failure to pay, APCOA Parking Italia S.p.A. reserves the right to instruct a lawyer, who will send service of notice by recorded delivery letter, with an additional cost of 50 euros as a contribution to legal costs.
10. In the event of the failure to pay the amounts referred to in the previous articles 5, 6, 8 and 9, notwithstanding the official service of notice by letter referred to in the previous article 9, APCOA Parking Italia S.p.A. may undertake legal proceedings as laid down by the civil code.
11. Subject 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. regarding 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 addresses: the registered office of the company located in Mantua, Via Zanelli no. 15 – fax no. 02-57760153 – email address: controllo.sosta@apcoa.it.

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NOTICES:

Operators assigned to the issue of contractual fines for violation of these general contractual conditions act as private citizens and not as "traffic wardens". The contractual fines are not therefore administrative sanctions and are not subject to the rules laid down by the Highway Code.

ORDINANCE n. 139/2016