

Terms and conditions of self park garage license agreement



1) OBJECT OF THE CONTRACT

The company ALL SERVICE S.R.L. which is the Garage Manager provides to its customers parking lots. It is possible to use a vacant parking lot or reserve a private parking lot. All the vehicles must not carry any trailer and their height must be under 2,10 metres. In the exact moment the vehicle enters the garage by crossing the parking barrier all the terms and conditions of this license agreement and all the rates in effect at that time are expressly accepted by the user.

2) DURATION OF THE CONTRACT

The user can park on a vacant single parking lot for one day or a fraction of a day. The user who has a Season Ticket can park on a vacant single parking lot or on a reserved private parking lot and must communicate to the Garage Manager the duration of the Season Ticket in advance and pay for it following the tariffs exposed in the Garage which remain constant for two years.

3) PAYMENT

The user who intend to park for a brief stop must go to the Cashier to check out before taking the car back and than free the parking lot. No rates are applied to vehicles that cross the parking barrier and exit the Garage in less than 10 minutes. Season Ticket rates cannot be applied to users without a Season Ticket who park a vehicle in the Garage for more than one day. In case of loss of the ticket a rate of €50,00 will be applied.

A numbered card will be given to the user with Season Ticket. In order to have the numbered card the user must pay a deposit. The numbered card which is connected to all the details of the user and to the license plate of the vehicle gives access to the parking lot. It is necessary to provide a copy of the ID and a phone number of the user. The numbered card remains propriety of the Garage Manager and it is not transferable. In case of violation of the terms and conditions of this license agreement the Garage Manager will immediately end the contract between the user and the Garage Manager and make the numbered card useless. It will be impossible for the user to enter the Garage. In case of loss of the numbered card the user must inform the Garage Manager which will provide another numbered card (the cost of the numbered card is on the user). All Season Ticket must be paid in advance for the duration chosen and following the rates in effect at that time that are expressly accepted by the user. It is possible to enter the garage from 12.00 a.m. of the first day to 11.59 p.m. of the last day. It is not possible to refund any Season Ticket for parking lots that remain not used.

When the duration of the Season Ticket is over the user must return the numbered card to the Garage Manger and will get back the deposit previously paid.

If the user refuses to return the numbered car the user will not get back the deposit previously paid to the Garage Manager. A key will be also given the users with Season Ticket who reserve a private parking lot. The key must be returned at least 7 days before the end of the Season Ticket. At the end of the Season Ticket the private parking lot must be completely clear. If this is not the case the Garage Manager will charge extra €50,00 for cleaning cost. The user with Season Ticket must take care of the electricity cost related to the private parking lot.

4) CONDITION OF USE

Every parking lot must be used to park a single motorized vehicle which must not exceed the delimitation painted on the floor. If two parking lots are occupied by a single vehicle or if a single vehicle is parked outside the parking delimitation a fine of €20,00 will be applied to the user. The free movement of vehicles inside the garage is only possible respecting all the road traffic rules. The user must respect the road and speed indications. The free movement of vehicles inside the garage must be at a "walking pace". In particular, the users must respect as follows:

- a) Do not use open flame and do not smoke
- b) Do not load and unload any kind of items especially if flammable
- c) Do not refuel, perform any repairs, oil change, car wash, battery charging etc... Do not perform any repairs of the vehicle in general.
- d) Do not keep the engine on for a long time and do not honk.
- e) Do not park any vehicles with fuel losses or any other defect that can damage the Garage.
- f) Do not park without the consent of the Garage Manager any vehicles that does not have a license plate.
- g) Do not park or enter the Garage using a G.P.L. vehicle.
- h) Do not park the vehicle on the transit zone and on the emergency exits.
- i) Do not enter or exit the Garage using vehicles that are taller than the maximum permitted height.

The user must park with the parking brake activated, doors and bonnet locked and exit the Garage immediately following the exit signs. It is strictly prohibited to walk the ramps for vehicles. The parking area and the equipment must be used diligently and accurately. The user will be charged in case of any damage of the equipment due to an incorrect use.

5) TARIFFS

The tariffs are exposed on the Garage entrance and they remain constant for two years.

6) GARAGE WORKING HOURS

The Garage is opened 24/7.

7) RESPONSABILITIES

As explained on the art 1 of this license agreement, the Garage Manager is not responsible in the event of theft of the vehicle or in the event of loss of any items inside the vehicle. The Garage Manager is not responsible of any damage of the vehicle. The staff working inside the Garage is only employed to the collection of the ticket fee and not employed to monitor the parking lots. The Garage Manager is responsible of any damage caused by the Garage staff. The damage must be reported before exiting the Garage. The Garage Manager is not responsible if the Garage is non usable due to extraordinary circumstances. In the event of a car crash inside the Garage the user agrees to leave the Garage Manager out of the controversial. The user is responsible of damage caused to items and to people while driving inside the Garage.

8) CHANGES TO THE CONTRACT

The Garage Manager can modify the terms and conditions of the contract, the tariffs and the use and access of the parking lots. The Garage Manager can relocate the parking lots to different users and must communicate it via written notification or via other means. In this case the Season Ticket user has 30 days to cancel the contract via written notification. If the user does not notify the cancellation of the contract within 30 days, the variation of the parking lot will be intended as accepted. The eventual cancellation of the contract will be in action from the date the Garage Manager receives the notification. The Garage Manager can decide not to provide new Season Tickets and/or not to renew existing Season Tickets in order to guarantee the safety conditions and that the transit zones and the emergency exits are always clear.

9) COMPLAINT

Possible complaints and/or requests must be reported to the Garage staff before exiting the Garage by using the complaint form provided from the Cashier. Furthermore, a regular notification to the Police authority should be done.

10) LEGAL RIGHT TO RETAIN

The user accepts that the Garage Manager retains as a warranty the amount from the present contract within the meaning and for the purposes of the Code Article 2756.

11) COMPETENT COURT

For any dispute which may arise regarding this contract the competent Court is the Venice Court.