



# TERMS & CONDITIONS

## GARAGE CASTELLO

### CAR PARK REGULATIONS

1. By accessing the vehicle in the parking area, the Customer agrees a parking service contract with Lombarda Parking S.r.l. (hereinafter the "Management Company"), and fully accepts this Terms and Conditions and rates applied. The car park is supervised by the Management Company.
2. The Customer who does not consider to accept these Terms and Conditions must leave the area within 5 minutes, at no cost to him.
3. Parking is regulated by hourly and periodic rates. The charges are publicly displayed at the entrance and in our website.

### PARKING USE

4. Access to the car park is reserved for customers and it is forbidden for anyone else to access, stay or carry out any activity there. The Customer can stay inside the car park only for the time strictly necessary for the delivery and collection of the vehicle. The Parking Attendant accepts the vehicle in custody and arranges to park it.
5. Inside the car park, all the drivers must respect road signs and any instructions or requests provided by the parking attendant. Non-compliance with the above requirements will result in the exclusive responsibility of the Customer in relation to any prejudices caused to persons or property.
6. It shall be prohibited to keep in vehicles flammable materials or explosive substances or dangerous objects. Any maintenance work on the parked vehicle, including washing, shall also be prohibited.
7. The parking area and its facilities must be used by the customer with the utmost diligence and any damage must be compensated by the same..
8. The entrance ticket to the car park is a valid document for the collection of the vehicle by anyone who is in possession of it, with the consequent exemption of liability for the Management Company. Any loss of the entrance ticket or deterioration, which makes it illegible, must be communicated to the Parking Attendant. In this case, the Customer will be allowed to collect the vehicle only after recognition as holder of the vehicle on the certificate of ownership (or display of appropriate documentation attesting to its possession). It is forbidden to crease, fold or leave the ticket inside the vehicle and in the vicinity heat sources.
9. The Parking Attendant performs customer service, control and maintenance of the facilities, does not make the identification of the driver or vehicle, except in the case of ticket loss or Subscriber Customer, and receives in custody exclusively the vehicle, but not its accessories and/or luggage, values and other objects contained therein.
10. The parking service may be suspended in case of need, for maintenance work, reasons of force majeure, public interest needs and public security.

### RATES AND PAYMENT

12. The amount due by the Customer is that resulting from the calculation of the parking time based on the current rates displayed within the parking area, which are intended to be known and accepted by the Customer who introduced the vehicle.
13. Payment must be made before the vehicle leaves the car park area by going to the cash desk. Any invoice request must be made at the same time as payment, filling the appropriate form.
14. Any action put in place by the Customer or third parties, aimed at non-payment of the due amount, will result in 3 days of parking amount, calculated on the basis of the rates in force, unless ascertained a longer period of parking. In any case The Management Company reserves the widest judicial protection in civil and criminal matters.

### RESPONSABILITY

15. The Management Company is not liable for direct and/or indirect damage suffered by the vehicle, for the theft, even partial, consumed or attempted, of its accessories or luggage, valuables and other objects left in the vehicle and is not liable, also, for any damage caused to the vehicle and/or persons by other customers or vehicles, or for any damage caused by acts of vandalism, demonstrations and acts of terrorism, or derived from natural disasters or force majeure.
16. Exclusively for the damages that the Customer has proven caused exclusively by the Parking Attendants and access control systems, the Management Company is liable, provided that the Customer has filed a regular complaint with the Attendant present in the parking lot, filling in the appropriate form before leaving the car park and lodging a complaint with the Police Authorities. Under no other circumstances the Management Company assume the responsibility of compensating the damages. With the exit of the vehicle is exhausted every obligation of the Manager.

### VIDEOSURVEILLIANCE

17. In the car park is installed a video surveillance system with data recording for heritage protection and security purposes. The Data Controller is the Management Company that operates in compliance with GDPR 679/16 and D. Lgs. 196/03 and s.m.i.. The storage times of the records are 24-72 hours. Access to the same is allowed only to persons in charge of the Data Controller.

### COMMUNICATION

18. Any indication or request regarding the functionality of the area and facilities or service satisfaction assessment must be addressed to the Attendant present in the car park, and by writing to [garagecastello@lombardaparking.it](mailto:garagecastello@lombardaparking.it) or filling in the appropriate questionnaire on [www.lombardaparking.it](http://www.lombardaparking.it). The employees of the Management Company are not entitled to agree to changes or to make concessions on the application of the Regulation.

### JURISDICTION

19. The Customer accepts this Terms and Conditions which is read and confirmed. Any dispute will be devolved to the exclusive jurisdiction of the Court of Milan.