

GENERAL CONDITIONS

SECTION 1

The NON-guarded automated car park is managed by Aster Agenzia Servizi al Territorio srl based in Via Nagy 2/4/6, Mantua, C.F. and VAT number 02071790204, e-mail: parking.pradella@aster.mn.it. In particular, the service consists in a space for pay-parking, according to the following articles.

SECTION 2

Access and parking are prohibited for campers, caravans, motor vehicles towing trailers and mopeds. Vehicles larger than 2.20 metres in height, 2.30 metres in width and 5.00 metres in length, it is also denied entering and stopping.

A condition for access to the structure is that the vehicles respects all the technical safety requirements laid down by law for parking in an underground structure and that it is in a safe condition as regards its movement. The user assumes all responsibility for this.

Each parking space can be used for parking only by just one vehicle. For the use of the parking, the user must follow the road signs, the traffic and emergency plan, the rules of the Highway Code, the written instructions regarding the use of the parking and its equipment. In the case of encumbrance, even partial, of more than one place, compensation will be due, in accordance with the tariff shown, for the places unduly occupied. In the case of parking the vehicle outside the permitted spaces, in particular in front of emergency exits, pedestrian entrances and exits, on the transit lanes and in reserved places, the operator reserves the right to apply the sanctions provided for in the NCdS Aster assumes no liability for any damage suffered as a result of failure to comply with the regulations and prohibitions, while it will be entitled to compensation for any damage caused by offenders to the parking structure, such as, but not limited to: entry and exit barriers and columns, fire protection systems, smoke detection systems, electrical systems, ventilation channels.

SECTION 3

The car park is closed at night as indicated in the communications exposed at the entrance and at the checkout. The user is therefore strongly advised not to leave the ticket inside the vehicle, in order to be able to access the parking at night.

For holders of Telepass without subscription and those who have lost the ticket, night access is allowed by playing the intercom at the pedestrian entrance.

Rates are displayed to the public at the entrance and at the Box/Cassa.

The fee must be paid for the entire hour, even if not fully used. The parking payment is made at the cash machine before picking up the vehicle and automatically by the Telepass system.

The user who accesses the car park through the automatic payment system of the parking by Telepass has the obligation to carefully read the rules and conditions of use of the Telepass for parking, available on the website of Telepass.

In this regard, the User acknowledges that Aster will remain outside the contractual relationship between the user who has subscribed to Telepass and Telepass S.p.A. for the payment services provided by the latter to the User.

SECTION 4

The driver of the vehicle, as user of the service, will be obliged:

- a) to collect at the entrance the ticket, which is the only valid document for the exit of the car parked, unless you hold a subscription card or Telepass or other enabled devices;
 - b) to make all the necessary manoeuvres to park the vehicle inside one of the appropriate stalls, leaving it perfectly braked, with the engine off, taking all the necessary precautions for the safety of persons and their own property and of third parties. The parking of the vehicle shall not interfere with the operation and/or stopping of other passenger cars in the adjacent spaces. Aster will be entitled to intervene for the movement of the car not parked properly, without any charge for any damage caused, while the removal costs will be fully charged to the user;
 - c) not to leave materials and/or flammable or explosive substances in parked vehicles, animals or objects the presence of them for any reason may constitute a hazard. It is also forbidden to install verandas, tables and any external equipment; it is also forbidden to use stabilizers and stay inside the vehicle;
 - d) to make the payment of the parking fee at the time of collection of the vehicle according to the expected rates, displayed at the entrance to the parking, which are understood to be known and accepted by the user.
- In the event that the exit of the vehicle occurs without payment of the fee, for momentary or malfunction of the facilities or for any other reason, the user, however required to pay, must contact the Aster offices, at the email address: parcheggio.pradella@aster.mn.it, within the next five days, to communicate their data and regularize the position. After this period, the user will be charged any additional financial burden related to visits, payment notices and anything else necessary to obtain a refund, with an initial increase of € 10.00 (euro ten) by way of flat-rate compensation for administrative costs;
- e) in the event of loss of the access ticket, the user must go to the cash machine and select the "lost ticket" function.
 - f) lead the animals to a leash and collect any manure. Otherwise, an amount of € 50,00 may be charged for the sanitization;

SECTION 5

The driver of the vehicle, as a user of the service, is forbidden:

- a) unload and store material of any kind, especially flammable products, even if they are part of the vehicle load; the operator reserves the right to apply a penalty of 200 euro for this purpose and charges for it the removal of the material;
- b) park vehicles with liquid leakage (fuel, oil, coolant), or with other defects that may cause damage to the garage or dirty the parking plan. In these cases, the user is obliged to notify Aster as soon as possible. Any costs for cleaning will be charged to the customer;
- c) to park vehicles without authorised statutory or replacement number plates or vehicles which do not meet the technical requirements laid down by law;
- d) at floor minus two, introduce into the parking lot and park vehicles propelled by G.P.L., even if it is an alternative propulsion system, with the exception of vehicles fitted with a safety system complying with ECE/UN Regulation 67-01;
- e) access to areas reserved for technical service personnel;

It is also forbidden for pedestrians, inside the car park, to enter or leave the driveways (entrance and exit are reserved for vehicles only). The pedestrian is obliged to pass through the dedicated lanes.

SECTION 6

With the introduction of the vehicle in the parking areas and the collection of the entrance ticket, a contract for the rental of an unguarded parking area is concluded and therefore without obligation on the part of ASTER SRL of supervision and custody and implies, for the user, full acceptance of the contract.

Vehicles may be parked only in the spaces designated for their specific use and appropriately identified by horizontal and vertical markings.

Only vehicles for the transport of passengers with reduced mobility (PRM) holding the specific mark on it, they may stay into the specific stalls.

The user with invalid passes can stay in the stalls for this category exclusively.

Under no circumstances may the user claim the right to have a personal stall.

Parking is not guarded. Aster is therefore not liable for any damage or theft suffered by the vehicles and/or objects left inside them during the rest period. In case of collisions, accidents within the car park, the right to compensation will therefore be exercised by the injured person against the person who caused such events, without any liability to the parking operator.

In case of need, relating to any incident that occurs within the parking lot, you can press the appropriate button at the exit column or contact the emergency number indicated on the exit column and request the intervention of an operator. For understandable reasons of good faith and fairness, Aster will not consider complaints not preceded by the operator's request for intervention.

Applications for the storage and making available to the Judicial Authority of images recorded by the video security system installed in the parking must be received no later than 24 (twenty-four) hours after the fact to which the images relate, given the obligation to delete/overwrite the tapes imposed on Aster pursuant to the current regulations on the protection of personal data. If it is necessary to carry out work inside the car park, or for other reasons that make it necessary to temporarily free the whole or part of the car from the car, there will be affixed banners with a notice of at least 48 hours. Aster will be entitled to remove the vehicles into the wrong place without responsibility, the removal costs will be charged to the user.

SECTION 7

Interested subjects are informed that the parking area is under security video for the protection of persons, property and public heritage. The data controller is Aster. The storage of the images takes place for a period of 4 days.

SECTION 8

The use of the spaces does not give any responsibility to Aster about them. Aster has no obligation to supervise or store parked vehicles and, therefore, is not in any way responsible for damage or theft (consumed or attempted) concerning cars or their accessories or luggage or other items left in vehicles.

The user acquires only the availability, against consideration of the lease, of a parking space and the relative occupation, without deriving a deposit and/or a custody of the vehicle; this is consequence of the fact:

- a. Aster does not count the type of car, the specific place where it is parked, nor the time for which the parking will continue;
- b. Aster does not provide, through its own staff, assistance to the parking manoeuvres, which are carried out by the user, and, therefore, does not take over the car, at the time of entry into the parking lot, nor collaborate in its redelivery, at the time of exit from the parking;
- c. Aster has no physical possession of the property (the keys are and must be kept by the user and the car can move freely in the parking);
- d. the ticket issued by the access control system and collected by the user at the time of entry into the parking is not personalized and its function is only to prevent the user to pick up the car without payment;
- e. in relation to the number of vehicles parked and the system (and speed) of entry and exit of the vehicles themselves, it is not possible to intervene on the behaviour of third parties.

According to Aster, therefore, there is no obligation of surveillance and custody of the vehicle and Aster is not liable for damage caused by third parties, theft, including any stuff left on board, accessories and/or individual parts of the vehicle.

The use of parking spaces inside the car park is configured, but simply, as a loan or rental area, which is outlined when the grantor provides the provision, for a fixed or indefinite time, of a part of one's own immovable property to be used for the only purpose of stopping the vehicle, without any other obligation on the lessor or co-tenant that are not specific to those contracts (Cass. - Sez. Civ. - Judgment no. 22598/04).

For damages that were, however, evidently caused by Aster, respectively by its staff or by staff of companies entrusted by it, the user is obliged, on pain of forfeiture from any claim for compensation, to give immediate notice to the staff in service at the car park cashier, with the simultaneous presentation of the entrance ticket to the parking, or, in the absence of staff on site, to give immediate notice by registered letter A/R to be forwarded to the registered office Aster in Mantua, Via Imre Nagy 2/4/6, or by writing to pec: aster.mn@pec.it Any different forms of communication will be considered null and void and will make the user forfeit any compensation and/or compensation.

Aster is also not responsible for any damage caused by third parties to parked cars.

Any liability of Aster for any damage that drivers may cause to themselves or to third parties, as well as for damage caused by vandalism, riots, demonstrations, terrorism, or by earthquakes, is excluded; floods, natural disasters or force majeure.

It is also excluded any liability also in terms, possibly, of return of the Institute Insurer who has provided for the payment of compensation against the insured user, which, with the entry into the parking areas, declares to accept unconditionally the discipline and the conditions, also with regard to the liability of parking exposed in this contract.

SECTION 9

It is an integral part of the Pradella Parking, the Velostazione, consisting in bicycle storage, in closed area, video-monitored and illuminated, accessible with Pradella parking card or ticket bar code issued at the ticket machine of the same car park.

SECTION 10

A panel showing this contract is posted in the parking; the user, with the entry in the parking acknowledges that he has read and unconditionally accept the type of service offered by Aster and all the clauses contained in the regulation itself, also pursuant to art. n.1341 and n. 1336 of the Civil Code.

The competent court for any dispute concerning the interpretation and/or implementation of these general conditions, will be exclusively that of Mantua.

SECTION 11

The actual contract is posted in the parking. The user accepts fully the Aster's contract in each own parts.

The competent court for any dispute concerning the interpretation and/or implementation of these general conditions, will be exclusively in Mantua.

ISSUE OF SUBSCRIPTIONS

SECTION 12

Regulation is an integral and substantial part of the subscription contract to be signed for the use of parking, therefore, by subscribing to the subscription request the user also declares to accept the rules contained therein, without reservation or exception. The subscription does not entitle you to a reserved parking space, nor guaranteed, but exclusively to the reduced rate.

The use of the parking space is the responsibility of the subscriber of the subscription. Where the use of the subscription by non-holders is found, the Company, with prior notice, may revoke the subscription by deactivating it, returning the remaining portion until its expiry, retaining as a penalty an amount equal to 50% of the remaining portion.

SECTION 13

The issue of subscriptions will follow only a chronological order, attested by the presentation of the specific "Subscription Application Form Parking Pradella" to be sent to Aster at:
parcheggio.pradella@aster.mn.it.

The issue of the different types of subscription is limited in numerical terms, as shown in the tariff table attached to this Regulation.

At the end of the subscription, the holder is entitled to priority for renewal, compared to new requests received. The renewal must be made independently at the cash machine from five days before, up to five days after the expiry of the same subscription.

Non-renewal is understood as a subscription waiver, so the Company will terminate the contract by remotely disabling access/exit.

SECTION 14

The rates of subscriptions are established and adjusted in agreement with the City of Mantua. The payment of the subscription amount may be made by the user through a bank transfer to the company bank account.

With the issuance of the subscription, the user can enjoy 24-hour parking. Failure to use the place, in any case, does not entitle to refunds.

The reissue of the subscription card can only be made for loss, upon notice to the email address: parcheggio.pradella@aster.mn.it at a cost of € 20.00

SECTION 15

In the event of a violation of the laws or regulations of the Authority or of this regulation, Aster may unilaterally terminate the contract and exclude the user from further use of the structure, without any refund of the subscription cost.

PRIVACY POLICY AND VIDEO SURVEILLANCE



REGULATION BICYCLE STORAGE NOT GUARDED AT THE PRADELLA PARKING

Approved with administrative act n. 006/2023 of 20/12/2023

GENERAL CONDITIONS

1. The user confirms that he has read and accepted this regulation at the time of entry into Parking Pradella.
2. Storage space shall be reserved exclusively for bicycles, unattended and under video surveillance, with access permitted 24 hours a day and 7 days a week, and is therefore to be understood as stipulated between Aster srl and users a temporary lease without obligation of custody of the bicycles by Aster srl that can at any time solve it by asking for the release of the premises.
3. The cost of the service shall be displayed at the Parking Pradella cash machine.
4. The right of access is granted with a subscription card or ticket bar code which can be purchased at the Parking Pradella ticket machine. This right is personal and allows you to park a single bicycle at a time.
5. The number of seats available is limited and no seats can be booked. The use of the right of access offers no guarantee of finding a free space.
6. It is prohibited to smoke, use illegal substances and consume food and/or drink in the bicycle storage. Pets are not allowed.
7. Bicycles must be parked in the appropriate racks, secured by appropriate means of security (chains, padlocks, etc.).
8. For safety reasons, cycling is prohibited;
9. Where a bicycle is abandoned will be applied the civil law.
In any case, a removal notice will be placed on bicycles that are visibly abandoned. After 60 days from the affixing of the sign the bicycles will be removed and demolished.
10. The theft or tampering of bicycles stored in the room in question will not entail any liability in the hands of Aster srl or the dealer/ manager to whom Aster srl had possibly delegated the service.
11. Any theft or tampering must be reported by the person concerned to the police within 24 hours of the incident. Since the premises are under surveillance, it will be the faculty of the Police to request a copy of the video recordings to facilitate the investigation activities.
12. Any misuse or misuse of premises shall be prosecuted in accordance with the law. Aster srl reserves the right to verify and transmit to the appropriate authority records of acts against property or theft perpetrated within the bicycle storage.
13. The bicycle storage facility, known as the Velostazione, is an integral part of the Pradella parking structure. As such subject to the same rules and conditions as provided for in the "Parking Pradella" Regulation.
14. Any disputes that may arise between users and the operator/ operator of the bicycle storage will be the sole responsibility of the court of Mantua.

PARKING RULES IN UNGUARDED STRUCTURE

Approved with administrative act n. 006/2023 of 20/12/2023

- hourly rate € 1,00/h.
- working daily rate: Monday - Friday € 5,00.
- daily rate Saturday, Sunday and holidays € 3.00.
- monthly subscription for residents only in Mantua with PASS PI valid: € 40.00 (up to a maximum of 100 seats).
- Standard monthly subscription: € 50,00.
- Standard annual subscription: € 600,00 (up to a maximum of 32 seats).
- Standard annual subscription with reserve place: € 900.00 (up to a maximum of 30 seats).
- monthly workers subscription from Monday to Saturday (h24): € 25.00 (up to a maximum of 100 seats).

RULES FOR THE STORAGE OF UNGUARDED BICYCLES AT THE PRADELLA PARKING

Approved with administrative act n. 006/2023 of 20/12/2023

- additional service at a cost of € 20.00 per year for annual subscribers to Pradella Parking.
- additional service at a cost of € 2.00 per month for monthly or quarterly subscribers to Pradella Parking.
- service at a cost of € 0.50 per day or € 10.00 per month for Pradella Parking unsubscribers.