

REGULATIONS FOR UNATTENDED CAR PARKS
RESERVED FOR TRANSITORY USE

Article 1 - Premise

Entry into the parking area, through the access ways and accessory areas, is exclusively reserved for users of the parking spaces, hereafter also to be called, in brief, "stalls". Entry, loitering and/or carrying on any activity on the premises is strictly forbidden.

Use of the parking area, as previously cited, implies full acceptance of all the provisions in the present regulations.

In order to be valid, any other type of agreement must be regulated in writing.

Article 2 – Use of parking spaces

The introduction of any vehicle into the parking areas qualifies the driver as "user-contracting party"; who enjoys, only by way of temporary occupation, use of one of the available stalls to park his or her vehicle in the unattended car park.

Under non circumstance shall the user-contracting party be entitled to a permanent, pre-established space unless a specific contract stipulating such terms has been agreed upon.

Article 3 – Users' Obligations.

Users are under obligation to carefully park their cars in the specifically marked stalls in full respect of the markings on the ground and traffic signs as to avoid creating difficulties or in anyway impede access and use by other users.

Within the parking areas, all vehicles must proceed at a speed that will not give rise to any dangerous situations and in any case without ever exceeding the speed limit as indicated by the posted signs and as established by the law.

Article 4 – Types of Use.

Parking spaces for vehicles may be occupied **a)**- on an hourly and/or daily basis (known as "temporary use"); or **b)**- on an annual basis ("annual use").

The rates for the different types of used indicated at the entrance to the parking areas are understood to be accepted.

Under no circumstances may users request conditions other than those corresponding to the applicable rates.

Article 5 – Payment of rates – Extended use.

The amount due for parking must be paid at one of the specific machines provided by GESAC prior to leaving the parking area, with the exception of users paying by credit card at the toll gates located at the car park exits. In this case, payment can be made after inserting the ticket received upon entry into the machine.

"Temporary use" may be extended for a period exceeding 3 (three) months subject to payment to GESAC of all amounts accrued up to that time. Failure to do so will result in immediate legal action by GESAC to safeguard its interests.

Article 6 – Bans.

Users may not behave in any manner which is not in compliance with all that is set forth in the related regulatory framework, in particular, the following is cited by way of example but not limited to:

1. lingering in the parking areas with the engine running;
2. Obstructing, in any way, the provision and functioning of services;
3. having inflammable, explosive and/or in any way dangerous substances in the vehicle with the obvious exception of petrol in the vehicle tank;
4. handling or siphoning of fuel in parking areas;

5. using full headlights within the parking areas;
6. parking outside the marked parking spaces, along the inside lanes, on the ramps, entrances and exits and/or anywhere that could interfere with the manoeuvring and/or passage of other vehicles; the vehicles of violators will be towed away and all costs, including storage, will be at the owner's expense;
7. cleaning vehicles in the parking area;
8. discharging water, oil or any other substance onto the pavement which might make the parking surface slippery or dangerous;
9. carrying out repair work of any kind on vehicles within the parking area.
10. etc.

Article 7 – Violations of regulations.

In all events of violation of the regulations herein outlined, GESAC will take all possible legal action.

Article 8- Liability in the Event of Theft and/or Damages.

Users access parking spaces under their own, exclusive responsibility; by way of all that is set forth in the present regulations, in using the areas, GESAC is to be held harmless from all liability in the event of vehicle theft and/or damage. The following is cited by way of example and not limited to:

1. total and/or partial theft;
2. theft of vehicle contents;
3. damage to vehicle parts and/or accessories;
4. theft of any other object related to the vehicle;
5. material damages caused by third parties,
6. indirect damages;
7. consequential damages.

In the event of vehicle damage caused by other vehicles within the car park and/or third parties, the right to compensation must be exercised exclusively in regards to the party which caused the damage. Should it not be possible to identify the party responsible for the damage, GESAC may not be held liable and is excluded from any form of compensation.

Article 9- Damage to equipment and fixtures.

Any user causing damage to parking area equipment or fixtures is obliged to notify the management in order to allow for assessment of damages and the circumstances.

Article 10-Legal jurisdiction.

Any dispute or claim concerning the interpretation and/or implementation of the present contract shall be under the sole jurisdiction of the Court of Naples

Article 11- Complaints concerning Service.

Any complaints concerning the proper functioning of the parking areas must be made in writing to GESAC by email and/or fax and/or other means citing the present information present at the airport website www.aeroportoedinapoli.it

**GE.S.A.C. S.p.A.
Gestione Servizi Aeroporti Campani**